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**FORT WAYNE REDEVELOPMENT COMMISSION
SPECIAL MEETING
MINUTES
February 6, 1995**

TIME: 4:30 p.m.

PLACE: City-County Building, Room 128

MEMBERS PRESENT: John Powell, President
Benjamin A. Eisbart, Member
Steven E. McElhoe, Member

MEMBERS ABSENT: George F. Simler, III, Secretary
R. Steven Hill, Vice President

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist

COUNSEL PRESENT: R. David Boyer

CALL TO ORDER

Mr. John Powell called to order this special monthly meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that Mr. George Simler and Mr. Steve Hill were absent from this meeting.

APPROVAL OF CLAIMS

Mr. Powell asked for a motion to approve the December 1994 Claims. Mr. Ben Eisbart so moved to approve the Claims, and the motion was second by Mr. Steve McElhoe. The vote was unanimous in favor of approving said claims.

APPROVAL OF MINUTES

Mr. Powell asked for a motion to approve the December 19, 1994 Special Meeting Minutes. A motion was made by Mr. Eisbart to approve the Minutes and the motion was second by Mr. McElhoe. The vote was unanimous in favor of approving said minutes.

OLD BUSINESS

No old business was discussed.

NEW BUSINESS

The first order of new business was the election of the officers for President, Vice President, and Secretary. Mr. Powell called for nominations and Mr. Eisbart nominated Mr. Powell to serve as President, and Mr. McElhoe did second. The vote was unanimous in electing Mr. Powell as President. Mr. Eisbart then nominated Mr. Hill for Vice President. Even though Mr. Hill was absent from the meeting, Mr. Fletcher felt Mr. Hill would not have a problem accepting the position if so elected. Again, the vote was unanimous in the election of Mr. Hill as Vice President. Mr. Eisbart also nominated Mr. Simler, to the continue to hold the post of Secretary to the Commission. The vote was unanimous as to the re-election of Mr. Simler.

Resolution 95-1

Approving a contract for professional legal services with Helmke, Beams, Boyer & Wagner

AND

Resolution 95-2

Approving a contract for professional services with Miller, Carson, Boxberger & Murphy

Both of the above resolutions, 95-1 and 95-2, were to approve the standard contract for professional legal services for the two law firms. Mr. Eisbart made a motion to approve both resolutions and Mr. McElhoe did second the motion. Both resolutions passed unanimously.

Mr. McElhoe questioned why the Commission retained services from two law firms to which Mr. Fletcher explained that Miller, Carson, & Boxberger represented the Commission for several years. John Wernet from that firm was involved in the Midtowne Crossing project since its inception. Since there is still ongoing litigation concerning this project, instead of paying a new law firm to review the situation and take over midstream, the Commission decided it was best to retain the original firm. Basically Miller, Carson, Boxberger & Murphy handles only issues relating to Midtowne Crossing and Helmke, Beams, Boyer & Wagner handles all other aspects of legal services for the Commission.

Mr. Powell asked how much more involvement in Midtowne Crossing would the Commission have? Mr. Fletcher responded that litigation was still ongoing as was the facade brick testing, etc. He thought that in another month NBD Bank and the Commission would decide what to do about the facade problem.

Swearing In

At this time, Mr. Powell and Mr. Eisbart were sworn in before the City Clerk, Ms. Sandy Kennedy, as duly appointed Commission members. It was determined that since Mr. Simler and Mr. Hill were absent, they would be sworn in at the next meeting on February 20, 1995. Mr. McElhoe had already taken his Oath of Office on a previous date.

Resolution 95-3

Modifying the Main Street Urban Renewal Area

Mr. Fletcher stated that Resolutions 95-3 and 95-4 relate to each other in regards to Amendment VIII to the Civic Center Urban Renewal Area. In order to put in place the necessary legal entity which would allow the financing of the City-County Building Plaza Parking Garage/Court Street pedestrian plaza, the project areas must be part of an Urban Renewal Area (URA) or Economic Development Area (EDA).

Mr. Fletcher stated that presently, a portion of the project area to be added to the Civic Center Urban Renewal Area as Amendment VIII, belongs to the Main Street Urban Renewal Area which was established in 1965. Mr. Fletcher stated that Resolution 95-3 desires to modify the Main Street Urban Renewal Area and remove said portion from it so as to incorporate the same said portion (along with other additional areas) into the Civic Center Urban Renewal Area. The incorporation process would be initiated by the following Resolution 95-4.

As background, Mr. Fletcher then showed the Commission members a map of downtown Fort Wayne and the various Urban Renewal Areas so designated over the last 35 years, pointing out the areas to be affected by Amendment VIII. He referred to the Trkla, Pettigrew, *et al* downtown study (Downtown Comprehensive Plan and Development Strategy, 1986) that recommended the eventual assimilation of all the downtown area under one Urban Renewal Area, and the vacation of Court Street to allow the creation of a pedestrian plaza. Mr. Fletcher also showed the Commissioners an artist's rendering of what the Court Street Pedestrian Plaza could look like in two to three years.

Mr. Fletcher further stated that the inclusion of the Court Street area in the Civic Center Urban Renewal Area, and subsequent redevelopment of it into a pedestrian plaza would aid in:

- 1) developing the old Standard Federal Building by private sector interests,
- 2) attracting new tenants to the Lincoln Tower after Norwest Bank, a substantial tenant, moves out; and
- 3) developing an aesthetically pleasing link from the City-County Building to the Courthouse, Berry Street, the Lincoln Tower, etc., and other offices further south.

Mr. Fletcher said he had already spoken with the owners of Lincoln Tower and the old Standard Federal Building, and that several of the Courthouse judges who presently park on Court Street have been contacted. They were all in agreement that Court Street can and should be used for more than just a "parking lot". Mr. Fletcher went on to say that the new City-County Building Plaza Parking Garage (which will be built first) will serve as replacement parking for present Court Street patrons, once the pedestrian plaza begins construction.

With no further discussion, Mr. Eisbart motioned to approve Resolution 95-3, and Mr. McElhoe did second. The resolution passed unanimously.

Resolution 95-4

Declaratory Resolution - Amendment VIII Civic Center Urban Renewal Area

Mr. Fletcher briefly explained that to amend the Civic Center Urban Renewal Area, a Declaratory Resolution was required, backed up by a "plan". Amendment VIII, attached to Resolution 95-4, was the "plan" which was seeking to incorporate a specified area of legally described real estate (roughly described during discussion as the City-County block south of the elevated railway, along with all of Court Street) into said Urban Renewal Area. This incorporation into the Civic Center Urban Renewal Area would allow the Commission to put a bond issue (financing) in place and undertake any development and/or construction as deemed necessary.

Mr. Fletcher further stated that the Commission must then advertise for a public hearing which was already scheduled for February 20th. At the public hearing, the Commission would either pass a Confirmatory Resolution or rescind the Declaratory Resolution. If the Confirmatory passed, then any remonstrances would be received by the Commission for a designated period of time.

Mr. Fletcher noted that the process he had just described was called the "short" process (per Indiana Code 36-7-14-17.5) since Amendment VIII incorporated an increase in area of LESS THAN 20% of the overall Urban Renewal Area. He stated there was also a "long" process which involved similar first steps but must also

include the additional review and approval by the Planning Department and City Council. The long process was not applicable to Amendment VIII.

Mr. Powell questioned what the "20%" is based on. Mr. Fletcher responded that the percentage figure is based on the entire Urban Renewal Area as it exists before the amendment to it.

Mr. Eisbart questioned how often the Urban Renewal Area can be amended to which Mr. Fletcher stated there is nothing in the legislature limiting the number of amendments made to an Urban Renewal Area.

Mr. McElhoe asked if there were any further plans for the Main Street Urban Renewal Area. Mr. Fletcher replied that basically the Main Street Urban Renewal Area was fully redeveloped with no future changes planned.

As there was no further discussion, Mr. Eisbart moved to approve Resolution 95-4 and Mr. McElhoe did second. The resolution passed unanimously.

Resolution 95-5

Ratifying the expenditure of funds for repair of the skybridge

Mr. Lindsay stated on December 29, 1994 an emergency repair was made to the automatic doors at the east end of the parking garage/hotel skybridge. The repairs had been completed and the total costs were over \$500, so this Resolution requested the Commission's ratification of the Commission staff's actions.

Mr. McElhoe asked if there was any maintenance agreement on the skybridge to which Mr. Lindsay stated it would be worth looking into. Mr. Lindsay said there is presently only one contractor in the general area (and one in South Bend) who does this kind of work. He will make the necessary calls to see if such an arrangement can be made.

Mr. Powell asked if the staff had any sense of how much money has been spent to date on the doors since "it's the little things that nobody notices" that can quietly increase costs. Mr. Lindsay commented that the automatic doors were installed in 1988 and 1994 was the first year any repairs had been done. Mr. Lindsay estimated offhand total repair costs to be around \$1800 and stated he could get the exact figure if desired. He also stated the Commission has attempted to get the Hilton Hotel and Grand Wayne Center to accept ownership of the skybridge, but so far they have been reluctant to do so.

Mr. Eisbart moved to approve Resolution 95-5 and Mr. McElhoe did second. The resolution passed unanimously.

Resolution 95-6

Selecting an architectural/engineering firm to provide architectural/engineering services

Mr. Fletcher clarified that the present skybridge over Jefferson Boulevard from the Grand Wayne Center to the Embassy Theatre has no elevator. He stated he has been contacted several times by the Embassy and the Grand Wayne Center as to whether Redevelopment could "do anything".

Mr. Fletcher said there are some monies left over from the Civic Center II bond issue that could be utilized for this project. He also commented that he'd been in contact with key people from the Embassy and Grand Wayne organizations and the Parks

Department (which is involved with the Botanical Conservatory next to the Embassy), telling them the Commission would go through the process of getting preliminary engineering done and cost estimates. It would then be determined if these same organizations, either separately or in combination, could participate in funding the elevator construction. Mr. Fletcher said they all agreed to this arrangement.

Mr. Fletcher stated he then went out with an RFP (Request for Proposal), receiving six responses as itemized in Resolution 95-6, ranging from \$9,460 upward.

Mr. Eisbart questioned if the low bidder had ever done any projects similar to this one. Mr. Lindsay stated he had just spoken to Rick Rajchel, one of the principals of Hoch Mynier Rajchel who said he had done "hundreds" of projects where elevators were part of the project, but has done no work where the elevator and surrounding structure encompassed the whole project. According to Mr. Lindsay, Mr. Rajchel also stated that stand-alone elevator projects were rather unique. However, in light of past project experience that included elevators, the most recent being the Heart Center in Canton, OH and an obstetrics medical facility in Jasper County, IN, Mr. Rajchel felt very comfortable completing this project.

Mr. Fletcher then stated he wanted Commission members to be aware that, at present, Vintage Archonics was working with the City on a Botanical Conservatory project and MSKTD was working on the Embassy Theatre renovation. He reiterated all three firms under discussion were very close in bid price.

Mr. Powell expressed some question as to possible recent changes in staff at Hoch Mynier Rajchel and Mr. Eisbart asked for Mr. Fletcher's recommendation. Mr. Fletcher stated that when reviewing the RFP responses, Vintage and MSKTD had given him exactly the information he requested and past experience with pertinent, "like" elevator projects. Hoch Mynier Rajchel did not specifically address similar project information with a contact person name or phone number. His recommendation would be Vintage Archonics as the lowest, best responsive bidder.

Mr. Powell wanted clarification as to the Commission's obligation in an RFP situation as to selecting the lowest bid. Mr. Fletcher replied that the legislature stated contract awards should go to the "lowest and best bid" which may not be just the lowest bid.

Mr. Eisbart then moved to select Vintage Archonics to perform the necessary architectural/engineering services and Mr. McElhoe did second. Resolution 95-6 passed unanimously.

1995 Work Program

Mr. Fletcher highlighted three major projects for 1995, the City-County Building Plaza Parking Garage, Court Street, and the ongoing Headwaters Park project. Several projects will be finalized and closed out this year, i.e., City Center (Norwest) and Washington Center/Coldwater Road. He stated he will keep the Commission posted as other projects develop and become viable.

Other Business

Mr. Eisbart suggested, especially since the Commission had a brand new member, that a work session be scheduled. The Commission could track what it has done and where it has been previously as well as brainstorm about new projects and areas needing redevelopment. Commission members present agreed and it was decided that within approximately 60 days, a work session would be set up. Mr. Fletcher

commented that Thorne Consultants would have its industrial survey and plan ready within approximately 60 days and after the Commission received it, he would then schedule the planning session. Due to previous commitments by Mr. Powell, the work session would not be scheduled on a Wednesday.

Additionally, Mr. Fletcher also asked that Commission members look over the draft of the 1994 Annual Report which had been included in the agenda package. There was no further discussion of this issue.

Mr. Eisbart asked if there were any sites still to be acquired for Headwaters Park. Mr. Kravig listed several sites still in negotiation or litigation, and several parcels that have closed. There was also some discussion of relocation settlement costs for several parcels, including Furniture Crafts and Tri City Automotive Warehouse.

Mr. Powell asked when groundbreaking was anticipated for the east side of Clinton Street (Headwaters Phase II) to which Mr. Fletcher responded with a timeframe of April/May 1995. Environmental remediation is still ongoing in that area and there will be a future resolution before the Commission, attempting to speed up the remediation process by allowing the removal of some clean topdirt. Remediation has to be complete before groundbreaking can begin.

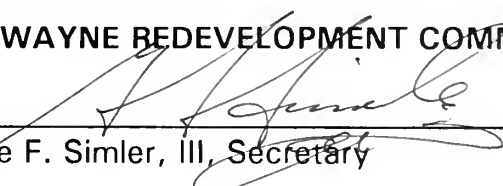
Mr. Fletcher also stated the Commission wanted to get moving on building the surface parking area at Superior St. and Clinton. He explained the delay has been due to acquisition of the four Turner properties, presently in litigation. Last week the Court appointed three appraisers to arrive at a settlement value for which the properties will be sold. Mr. Fletcher anticipated a closing therefore, in approximately 45 days.

Mr. Eisbart questioned the purpose of what appeared to be plastic covering the mounded dirt on the remediation area located east of Clinton Street (Headwaters Park Phase II). Mr. Fletcher stated that plastic had covered the dirt as part of the remediation process but that it was off presently since the approximately six inches of topdirt will be removed from the mounds soon. Afterwards, plastic will be put back on. Mr. Kravig then explained further that the plastic keeps the dirt dry. If the dirt becomes saturated with i.e., water, it will inhibit the biochemical process that breaks down the environmental contamination. Unfortunately, the remediation process is not producing the desired effect as quickly as originally anticipated. For this reason, the approximately six inches of topdirt that has already been cleaned, will be removed in order to help speed up the whole process.

Mr. Eisbart asked what the cost has been for this process. Mr. Kravig stated the cost to ATEC (for aeration, monitoring, analysis, etc.) was limited to \$40,000 and that the cost for Martin Enterprises to physically move the dirt from across the street to its present site was approximately \$20,000. Mr. Fletcher added that the contaminated dirt had to be moved from its original site in Phase I to the present site in Phase II, due to pressure to accommodate the Headwaters Park Phase I groundbreaking timeframe.

With no further business to discuss, Mr. Powell asked for a motion to adjourn to which Mr. Eisbart did motion. Mr. McElhoe did second the motion.

FORT WAYNE REDEVELOPMENT COMMISSION


George F. Simler, III, Secretary

ADOPTED: February 20, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

REGULAR MEETING MINUTES

February 20, 1995

TIME: 4:30 p.m.

PLACE: City-County Building, Room 128

MEMBERS PRESENT: John B. Powell, President
R. Steven Hill - Vice President
George F. Simler, III - Secretary
Benjamin A. Eisbart - Member
Steven E. McElhoe - Member

MEMBERS ABSENT: None

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

CALL TO ORDER

Mr. John Powell called to order this regular monthly meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that all Commission members were present at this meeting.

APPROVAL OF CLAIMS

There were no new claims to be approved since the last meeting, February 6, 1995.

APPROVAL OF MINUTES

Mr. Powell asked for a motion to approve the February 6, 1995 Special Meeting Minutes. A motion was made by Mr. Ben Eisbart to approve said Minutes and Mr. McElhoe did second. The vote was unanimous in favor of approving said minutes.

OLD BUSINESS

Resolution 94-74

Approving the settlement of the acquisition of Parcel 24 in Phase II of the Headwaters Flood Control and Park Project

Mr. Fletcher stated that the settlement agreement for Knight Parking, presented in Resolution 94-74, was discussed at the December 1994 meeting but in reviewing the old Minutes it was determined that the Resolution was never formally motioned and approved. This business simply formally approves the settlement of Parcel 24. Mr. Eisbart motioned for approval and Mr. Simler did second. The Resolution formally passed unanimously.

NEW BUSINESS

Jefferson House

Mr. Ron Menze, partner in the firm Morrison, Kattman, Menze, Inc., (MKM) spoke on the current status on the Jefferson House acquisition by his firm.

He stated that GDR, L.L.C., the buyer of record, was a separate corporation, consisting of only the three partners of Morrison, Kattman, Menze (MKM). At the time of the original redevelopment proposal to the Commission back in the fall (of '94), MKM consisted of approximately eleven people. The firm has now grown to over fifteen people so the purchase of the Jefferson House is timely investment and will address the firm's pressing expansion needs. However, Mr. Menze stated that recent developments would now require some minor revisions to the original redevelopment plan that the company had submitted to the Commission. Those are:

1) Outside financing had come through but the bank appraisal(s) came in substantially lower than expected. Because of financing restrictions therefore, MKM now requests to initially improve and occupy the first floor only. However, within five years the firm would finish out the front (north) half of the second floor, instead of right away as originally proposed. Financing is preventing the build-out of both the first floor and half of the second floor simultaneously. Mr. Menze reiterated that all improvements are anticipated to qualify as "certified rehabilitations" under the guidelines of the Secretary of Interior and DNR. MKM is also still looking to receive tax credits.

2) Also because of the reduced appraised value, MKM asked that the Commission reduce its selling price by \$5,000. The \$5,000 was in lieu of the City's contribution for demolition costs. MKM had intended to demolish the boarded up building on Parcel B, which is the "dogleg" parcel directly behind Parcel A. Freeing up this \$5,000 would now allow MKM to direct more monies toward the renovation of the building on Parcel A.

3) MKM would still anticipate the best efforts from the Redevelopment Commission staff to help designate the property as an economic revitalization area, acquire tax abatement credits, and work with MKM on filing for tax credits, etc.

Mr. Simler asked Ron what the appraisal came in at - how much lower? Mr. Fletcher stated it came in approximately \$50,000-60,000 lower. Unfortunately, a breakout between real property value and improvement value was not done (although it was requested) so it was difficult to determine where the reduction in value occurred. Mr. Fletcher went on to say that the only way to make the "numbers work" for MKM would be to reduce cost by lowering the Commission's sale price by \$5,000, and then the Commission, as its contribution to eliminating blight, would also demolish the building which sits on the west side of Parcel B.

Mr. Fletcher summed up the MKM's revisions as: MKM would be putting only \$56,000 less initially in the building up front and the second floor (half) renovation would be occur within five years. The total monies invested overall would remain the same as originally proposed once the second floor (half) was finished, but the monies would be spent under a slightly different timeframe.

Mr. Fletcher stated he felt what MKM was proposing was appropriate at this time. He said MKM liked the building, the Commission was assisting the company in getting into the building and making the project work, MKM would be putting the property back on the tax rolls soon--so it would not be prudent to look for a new developer at this point in time. He recommended going ahead with the changes that MKM was proposing.

Mr. Powell had one other question as to the second floor improvements within five years. Would there be any finance contingency? Mr. Menze responded that those improvements would be funded from company profits and would not be subject to outside financing.

There was no formal Resolution before the Commission which reflected MKM's proposed changes to its contract, but Mr. Fletcher asked that it be noted for the record that the Commission members verbally agreed to said changes just discussed. A written Resolution addressing the changes would then be presented at the next meeting. Mr. Fletcher added that MKM also needs to close on the property "this Friday" (February 24th).

With no further discussion, Mr. Powell asked for a motion to verbally accept the aforementioned changes to MKM's contract for purchase of the Jefferson House. Mr. Simler did so motion and Mr. Hill did second. The motion passed unanimously.

East Main Street Urban Renewal Area

Mr. Powell called for the presentation by Lowell Griffin, who was not yet present at the meeting. Mr. Powell then asked for the second presentation group but, since Mr. Boyer had just noted Mr. Griffin was just arriving at the building doors, that group asked to defer first to Mr. Griffin's initial presentation.

As Mr. Griffin settled in, Mr. Fletcher showed on the large map board just what area encompassed the East Main Street Urban Renewal Area. Mr. Eisbart asked for clarification as to where the City-County Building was in relation to said area.

Mr. Griffin began by stating that Main Lafayette L.L.C. consisted of basically Cook Loughheed and himself. The corporation was formed to acquire the real estate located at the southeast corner of Main and Lafayette Streets in order to market/develop the area as a prime corner in downtown Fort Wayne. The total development area would be approximately 32,250 square feet.

Mr. Griffin added that he thought that the whole block had been up for auction recently but had failed to attract an interested buyer. The previous property owners of the parcels under discussion had approached him to buy them out, evidently since the auction had yielded no buyers. He said that since Cook Loughheed was somewhat of a developer and speculator, the two of them put together a contract with the owners. It was the intention of Loughheed and himself to tear the buildings down and develop the land to its highest and best use.

Mr. Griffin stated that the three buildings presently sitting on his site had been vacant for several years and subject to much vandalism. He distributed to Commission members some brief notes and various photographs of said buildings. He referred to the photos as his attempt to pictorially describe the state of disrepair that these buildings were in. He emphasized that the present conditions were not due to neglect on his part, rather he had bought the buildings "as is," in their present blighted states.

Mr. Griffin progressed through each photograph, giving brief descriptions of the building and some overall detail as to condition, emphasizing it would take a tremendous amount of money to rehab the dwellings as residential homes. The costs would make the effort prohibitive, at least for him. Even if the buildings were rehabbed as homes for rental purposes, income would not offset the initial investment for a very long time. However, Mr. Griffin stated that if anyone else wanted the buildings or wanted to move the buildings, such as ARCH, that's fine. Mr. Griffin stated he would be willing to work something out.

Mr. Simler asked Mr. Griffin what timeframe he had in mind. Mr. Griffin said he originally wanted to have the buildings down by March 1, 1995 to save taxes. But he was flexible. If ARCH wanted to move the building, he'd try to work something out. Mr. Griffin reiterated that he could not salvage the buildings. He also reminded everyone present that these buildings were for sale for several years before the owners came to him for buyout.

Mr. Fletcher asked what Mr. Griffin thought the highest and best use of the land to be. Mr. Griffin responded that was difficult to pinpoint. But, the site was a high traffic area and he would recommend uses such as a medical facility, drive-up banking center, office building, or even a fast-food location. Or NIPSCO may have need of the area he said--it was pure speculation at this point. He and Loughheed have not even marketed the location at all yet. Mr. Griffin said he was aware that the site was in an Urban Renewal Area and knew that any development had to be approved by the Redevelopment Commission. He also assured the Commission that they (he and Loughheed) care about downtown Ft. Wayne and wouldn't develop anything of poor quality to go on that site.

Mr. Fletcher reaffirmed that any plans for redevelopment of the site would have to be presented to the Commission before commencing since the site was in an Urban Renewal Area. Mr. Griffin stated that Main Lafayette L.L.C. had already gone out for bids on demolition but have not awarded any contract yet. He said after talking to Mr. Fletcher earlier, he decided to hold off until after this meeting.

There were no further questions for Mr. Griffin. Therefore, Mr. Powell recognized the representatives from ARCH, a local group dedicated to preserving and restoring architecturally historic buildings in Fort Wayne.

Ms. Janet Nahrwold introduced herself and then introduced David Lupke, an ARCH board member, and Mr. Jim Simmerman, former president of the West Central Neighborhood Association and also an ARCH member.

Ms. Nahrwold stated she had looked at the pictures handed out by Mr. Griffin, and agreed the buildings were in deplorable shape. But she didn't think they are unsalvageable. Today she wanted to provide the Commission with a rough outline of what ARCH proposed for the three buildings on Mr. Griffin's site.

Ms. Nahrwold stated that ARCH wanted to move the three buildings to the two-block area south of where they presently sit. She outlined that two-block area on the larger map for the group. She said it's in ARCH's best interest as to what happens to Mr. Griffin's site since ARCH's building, the Doubleday Building, was located very close to it. She also noted that due to the Foellinger Foundation having located its buildings in the area, as well as ARCH, the attorneys of Haller & Colvin, and potentially another upscale business building to be located on Mr. Griffin's corner site, the entire three-block area south of Main and bordered by Lafayette and Clay Streets was improving and unifying itself by becoming more cohesive.

Mr. David Lupke then spoke, adding that the effect of Mr. Griffin's site redevelopment would be to help revitalize that "near east" downtown business district. He stated that particular area not only appears to be going completely commercial but with the loss of homes and buildings further east and south from it, the area was now an "island". Mr. Lupke said crime seems to no longer be an issue as it is relatively "safe" in the area and there are already "anchor" commercial/public residents present, i.e., the Foellinger buildings and Doubleday Building. Again, there was a stabilization going on in the area.

Ms. Nahrwold stated ARCH also wanted to move two other houses that were already located in the area, the Weber House (most recent occupant - Deja Vu) and the Lewellen House which sits in the middle of NIPSCO's parking lot. With the three on Mr. Griffin's site and these last two, ARCH proposed to move a total of five buildings onto other vacant lots within the southern two-block area (south of Berry bordered by Lafayette and Clay) in hopes of further revitalizing/redeveloping the area. She said there were already similar residential buildings of historic character and period architecture in the neighborhood, so it would be appropriate to move the buildings to this area.

Mr. Lupke said too, that moving the three buildings from Mr. Griffin's site would avoid the bad public image of destroying the Evans block, stating many people remember the Evans home as a "beautiful piece of architecture". However, he also said ARCH recognizes that the Main Street corridor may serve as a future "showcase" corridor for people entering the City from the north and east side. Due to several newer buildings such as the Standard Federal Plaza, the Haller & Colvin building, the fine arts plaza buildings, and now the pending redevelopment of the southeast corner of Main and Lafayette Streets, Main Street had the potential to portray a very good image of the City of Fort Wayne.

Mr. Lupke also stated that ARCH and West Central (Neighborhood Association) both have experience moving buildings. ARCH plans to look to state and federal organizations for money to finance the physical move, as well as to private foundations.

Ms. Nahrwold then asked for a "reprieve" of six months on the demolition of the three buildings on Mr. Griffin's site while ARCH puts its proposal and financing in place. She said ARCH has been in contact already with several people in Washington, DC regarding moving these buildings who have experience acquiring funding through the National Trust, as well as a woman in South Bend who specifically has experience helping non-profit groups such as ARCH locate developer/speculators to fund such projects. Locally, the Historical Society has expressed interest in helping create public awareness, and Channel 39 wants to do a documentary on the buildings. Ms. Nahrwold stated ARCH believes that the buildings, although only shells now, are salvageable and cited the Commission's own Jefferson House as a prime example of how these buildings can feasibly be saved.

Mr. Lupke also stated that since the buildings are shells, it will make the redevelopment into commercial property that much easier. He said Mr. Simmerman had inspected the buildings and they were all structurally sound (adding that Mr. Simmerman was a contractor and thus qualified to make this judgement).

At this point, Mr. Simmerman told the Commission that saving these buildings would not just be saving "ornaments" for the City but would be economically viable. He said the buildings offer plenty of potential use. He cited an example as the Worthington Apartments which had been "sympathetically" rehabbed with success.

Ms. Nahrwold stated that theoretically ARCH does not like to move an historic structure from its original site, but ARCH has to be realistic. She stated Cook Loughheed and Lowell Griffin have been very generous thus far to even offer the opportunity for ARCH to do something with these buildings, perhaps even at the expense of their own pockets due to the delay in development of the site, etc. She stated that within six months, ARCH will either have gotten the financing, determined who will fund it, and worked up plans for the building relocation, etc. or it will state it cannot do this project - period.

Mr. Eisbart commented that the attempt to retain the historical value (and the offer from Mr. Griffin to allow the attempt) was commendable on both sides. However, he was concerned with the possible groundswell of public hype that may be created through the various public awareness efforts. What assurances does ARCH give if six-months-and-one-day arrives and ARCH has been unsuccessful - that such a public groundswell will not have been created which prevents the developer from demolishing the buildings and going forth with his plans?

Ms. Nahrwold agreed that would not be a good situation. She said if ARCH doesn't have its financing and backing in place by six months, "it would not be worth pursuing," but at least the community couldn't say ARCH didn't try to do everything it could have to save the buildings. She further stated that if ARCH is unsuccessful in saving these five buildings, at least it can go to the public, endeavoring to identify and save some other downtown buildings before they get to the state of disrepair that the three buildings owned by Mr. Griffin are in.

Mr. Lupke stated that ARCH has developed a rough priority list on houses it wants to save and recognizes it may not be able to save all of them. However, he stated even saving one or two buildings would be "success".

Mr. Fletcher commented that actually the Deja Vu building (aka as the Weber House) was scheduled to come down within 60 days. Ms. Nahrwold indicated ARCH had spoken with the County Commissioners on that issue and told them ARCH would have that building moved by August 1 or knew it would come down. Therefore, plans and financing to move that building have to be made very soon.

Ms. Nahrwold also passed around another set of pictures of several of the buildings under discussion. She pointed out one picture taken in 1979 showing what the Evans House did look like in better days, stressing that ARCH believes it is possible to bring any building back to its former beauty. However, once a structure was gone, it obviously couldn't be rebuilt (and maintain its historic value).

Mr. Fletcher asked what was the priority list to which Mr. Lupke responded from top down: the Weber House (Deja Vu building), the Evans House, the white Italianate house next to the Evans House, the Lewellen House, and then the one on the corner (of Main and Lafayette), the duplex, which was huge and would be very expensive to move.

Mr. Fletcher also mentioned that Mr. Don Orban, the City Historic Preservation Planner was present at the meeting and asked if he had any comments. Mr. Orban commented briefly that it always seemed ideal to use those buildings (on Mr. Griffin's site) for commercial ventures. But the best alternative would be to move the buildings elsewhere.

Mr. Fletcher stated that it did seem that the best option was restoring the houses where they stood as opposed to moving them for restoration. He anticipated the biggest hurdle to be the cost factor. However, he also mentioned that he recently walked the two southern blocks Ms. Nahrwold had pointed out on the map and the area had several older residences that now housed commercial ventures and they looked pretty nice. It appeared that moving the buildings into this two-block area for restoration and reuse would be right in tune with the neighborhood.

Mr. Powell recommended ARCH give a 30-60-90 day status report to the Commission on the project and Ms. Nahrwold agreed, stating she would report back at next month's Commission meeting.

It was noted by all that ARCH's 6-month time frame would end as of September 1, 1995.

There was no further discussion on the East Main Street Urban Renewal Area.

Resolution 95-7

Confirmatory Resolution Amendment No. VIII to the Civic Center Urban Renewal Plan and Allocation Area

Since the Commission had already passed the Declaratory Amendment on February 6, 1995 and member discussion took place then, and the Public Hearing had taken place earlier with no remonstrances from any entity, there was no further discussion on this resolution. On a motion by Ben Eisbart, and a second by Steve McElhoe, the Commission did adopt Resolution 95-7 unanimously.

Resolution 95-8

Approving the settlement of the acquisition of Parcels 13 and 14 in the Headwaters Flood Control and Park Project

Mr. Kravig pointed out Parcels 13 and 14 on the large map and Mr. Fletcher stated this was the acquisition of the Adams property and Adams Body Shop. He stated the price was a total of \$46,000.

With no further discussion, Mr. Hill motioned to approved said resolution and Mr. Eisbart did second. The motion passed unanimously approving Resolution 95-8.

Resolution 95-9

Approving the settlement of the acquisition of Parcel 10 in the Headwaters Flood Control and Park Project

Mr. Eisbart moved to approve said resolution and Mr. Hill did second the motion.

Further discussion ensued however, as Mr. Eisbart asked what the price was on Parcel 10 to which Mr. Fletcher responded \$475,000 for the real estate and \$10,000 in lieu of litigation (attorney fees, etc.) for a total of \$485,000. He also pointed out that \$485,000 did not include the relocation costs on the parcel. Mr. Fletcher stated the relocation costs will be over \$100,000 just to physically move the company, not counting any other eligible expenses. This would not be a cheap move.

Mr. Eisbart expressed surprise at the \$100,000 cost to move only and Mr. Fletcher explained there are many small parts, inventory, etc. that require tagging and the like, and also the move has to occur quickly. The staff had received two quotes for the move, one from North American Van Lines for approximately \$130,000, considered high, and one from Executive Moving and Storage for approximately \$110,000.

Mr. McElhoe mentioned he thought there were leases on the building too, which Mr. Fletcher confirmed, stating the Commission would be terminating the leases. He continued that Tri City Automotive Warehouse was building a new structure out in Centennial Park and all his present tenants were going with him out to the new location.

Mr. Fletcher stated that presently there is some problem with the title work which is delaying the acquisition.

With no further discussion, on a motion by Mr. Eisbart and a second from Mr. Hill, Resolution 95-9 passed unanimously.

Resolution 95-10

Ratifying the settlement of the acquisition of Parcel 19 in the Headwaters Flood Control and Park Project

Mr. Fletcher stated the real estate acquisition was \$256,500 plus \$20,000 in lieu of litigation expense. The relocation cost was approximately \$52,000.

Again, Mr. Eisbart questioned why the relocation costs seem so high and Mr. Kravig explained Mr. Mahoney had a large inventory to move, housed in three separate buildings. Also, as Mr. Fletcher mentioned, there were some immovable fixtures such as built-ins and a spray booth, among others, which were appraised and purchased. The company also qualified for the increased cost of operation allowance as well.

Mr. Fletcher emphasized the relocation cost estimate was two pages long and Mr. David Boyer, Commission legal counsel, concurred that what was settled on was half of what Mr. Mahoney originally had asked for. Mr. Fletcher also stated that the settlement agreement called for the Mahoneys to "do everything" and that all the Commission will have to do at the end of the allotted time period is "walk in and take the building down".

The question was posed as to where the company was relocating to and Mr. Kravig stated it was out in the Clinton/Parnell corridor behind the Casa D'Angelo restaurant.

On a motion by Mr. Eisbart, seconded by Mr. Hill, ratification of Resolution 95-10 passed unanimously.

Resolution 95-11

Ratifying and approving a change order to the ATEC contract awarded by Resolution 94-41

Mr. Kravig explained this change order was \$7,300 and was for undertaking additional soil remediation at the Hubcap Express site. Last fall's excavation of some 2100 cubic yards of soil was limited by being "penned in" by Calhoun and Clinton Streets. Some contaminated soil had to be left in place. Mr. Kravig stated that after presenting the State with that information, the State wanted that remaining soil to be treated. Therefore, before the excavation was backfilled, a layer of sand was put down to form a natural aquifer (due to the underlying clay strata's relative impermeability). The \$7,300 additional monies then is for ATEC to come back and install no less than three wells and pump in petroleum contamination-digesting fluid for onsite remediation. This was the least expensive course of action to take to satisfy the State and to fulfill the Commission's obligation to clean up the site.

Mr. Fletcher added that this was the only way the staff could allow Headwaters Park to start construction on that site. This option was the best and least expensive.

Mr. Hill asked what the Commission's limit on liability and Mr. Boyer responded that the Commission's liability is limited to the bond proceeds. The City has residual liability as the Commission purchased the property in the name of the City. Mr. Fletcher agreed and added that IDEM (Indiana Department of Environmental Management) would not say specifically how much remediation would suffice, for how long etc. which makes the cleanup process even more ambiguous.

Mr. Kravig stated that IDEM did impart that this site was not a high priority for them because no people or drinking water sources were being directly contaminated. He said ATEC's impression is that this additional remediation of remaining contaminated

soil will show good faith to IDEM, satisfying it that with no further remediation is required.

With no further discussion, Mr. Powell stated a motion had already been made to approve said change order, although it was not so noted on tape or in written notes. Mr. Powell called for a vote and Resolution 95-11 was approved unanimously.

OTHER BUSINESS

Resolution 95-12

Approving the selection of Bond Counsel for the Civic Center Urban Renewal Area Amendment VIII 1995 TIF Bond Issue

Mr. Fletcher stated that an approximately 2.5 million TIF Bond Issue would be going out to finance the Commission's portion of the new City-County Building parking garage project. He stated the County may not go out for a bond issue itself as it has other funds available presently.

Mr. Eisbart asked if the Commission staff went out with an RFP (Request For Proposal) on this issue. Mr. Fletcher responded it did not since the City used Barnes and Thornburg as Bond Counsel on the last two bond issues for the Civic Center Urban Renewal Area as amended. He stated time is of the essence in this project due to a tightly regimented construction schedule (in order to beat winter weather during construction) of the garage. Therefore, Barnes and Thornburg was the best choice.

Because there seems to be a learning curve associated with each project's bond issues, Mr. Fletcher recommended using Barnes and Thornburg because of its familiarity with the project and thus ability to get the job done more quickly than another firm that would have to start from scratch. In past bond issues, Barnes and Thornburg had consistently come in at a cost less than what it had bid, was very familiar with the particular urban renewal plan, and had done a very good job in the past. Mr. Fletcher stated that the next bond issue would be a good time to go out with an RFP.

Mr. Powell added at this point that he had investigated bond counsel criteria and stated the learning curve is very real. He stated the cost involved in mastering that learning curve is quite prohibitive and would also recommend going with Barnes and Thornburg.

With no further discussion, Mr. Simler motioned for approval and Mr. Hill did second. The selection of Barnes and Thornburg for Bond Counsel was approved unanimously.

Resolution 95-13

Ratifying and approving a change order to the ATEC contract awarded by Resolution 94-41

Mr. Kravig stated this change order was required to help speed up the remediation of the Hubcap Express soil that was moved to the Old Fort parking lot. The soil was not remediating quickly enough due to winter weather conditions and the site had to be ready by May 1st for Headwaters Park to start construction of Phase II.

After examining some alternatives, the staff determined that removing the approximately six inches of "clean" topdirt off the existing mounds and spreading the remaining dirt out thinner was the least expensive option. The staff received bids from both ATEC (\$14,314.25) and Martin Enterprises (\$16,000) to physically remove the cleaned dirt. ATEC would also build another containment cell, spread out

remaining contaminated soil for faster remediation and cover all cells with new 6-mil plastic (soil dryness speeds up remediation process) as part of its bid price. The Redevelopment staff therefore recommended approving ATEC for the job.

Mr. Kravig reiterated that if this process was not implemented, and if all the soil has not been cleaned by April/May, it will be VERY expensive to move ALL the dirt to another location until the remediation process is complete. By choosing this method now, there was a good chance that a substantial portion of the dirt would be cleaned up by May and moving it would not be necessary prior to the start of construction for Headwaters Phase II.

Mr. Powell asked if the remediation process was working at all and Mr. Kravig said yes, and that it was the correct method to use but at the wrong time due to cold weather. So the more the soil can be spread out and tilled, the faster the process will go.

Mr. Eisbart asked why ATEC had so many change orders? Didn't it know what processes and steps would have to be taken when it bid for the job? He indicated that ATEC bid to do the cleanup, all the cleanup, for a certain price and the costs of these additional requirements should be borne by ATEC, not the Commission or City.

Mr. Eisbart also asked what was the downside of missing the May 1 date for Headwaters? He said that if the soil was not ready, it just wasn't ready and Headwaters would have to wait.

Mr. Fletcher responded that the Commission and staff is under heavy pressure from various groups who were assured by the City they could have use of Headwaters Park sites for upcoming functions. Not only is it just Headwaters Park Commission wanting to move forward, but early on the Three Rivers Festival was assured site usage, the GermanFest people, and other festival/public functions. The City gave its word to these groups and intends to keep it. There is, therefore, no alternative presently to the May 1st deadline.

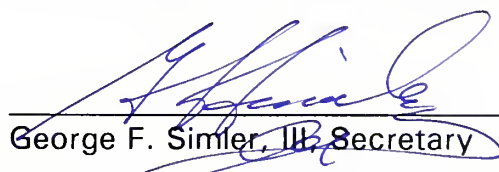
Mr. Simler asked "who's money" would move the soil if come May, the contamination still exists? Mr. Fletcher responded that the City bond money would be used. The City has already made a commitment to move the soil, if necessary.

In reference to the number of change orders by ATEC, Mr. Kravig asked the Commission to remember the other alternatives discussed last fall for environmental remediation of the Hubcap site. All the other options were extremely expensive and the one chosen by the Commission was the most cost efficient. He asked members to bear in mind this remediation process is a natural process, one not completely controlled by man. Therefore, from time to time, changes had to be made to adjust for weather conditions, soil percolation, timing, etc. ATEC had to monitor results all along the process and make adjustments accordingly. It could not possibly project absolutely every step to successful remediation because of too many uncontrollable "natural" factors that influence the process.

Although Mr. Eisbart did not appear completely satisfied, there was no further discussion and he so moved to approve the second ATEC change order under Resolution 95-13. Mr. Hill did second and the motion passed unanimously.

There was no further business to discuss so on a motion by Mr. Eisbart and a second by Mr. Hill, Mr. Powell did adjourn the meeting.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III, Secretary

ADOPTED: February 20, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

PUBLIC HEARING MINUTES

February 20, 1995

TIME: 4:30 p.m.

PLACE: City-County Building, Room 128

MEMBERS PRESENT: John Powell - President
R. Steven Hill - Vice President
George F. Simler, III - Secretary
Benjamin A. Eisbart - Member
Steven E. McElhoe - Member

MEMBERS ABSENT: None

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

PROPOSED AMENDMENT VIII TO THE CIVIC CENTER URBAN RENEWAL AREA

CALL TO ORDER

Mr. John Powell called to order this Public Hearing of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that all Commission members were present.

DISCUSSION

Mr. Powell asked that when anyone came forward to speak for or against the proposed Amendment VIII, to please state their name for the Commission members. He then asked if anyone would like to speak in favor of the Amendment VIII to the Civic Center Urban Renewal Area. Mr. Powell recognized Mr. Jim Lindsay, a staff member of the Redevelopment Commission.

Mr. Lindsay gave a background narrative for anyone present at the meeting who did not attend the previous Commission meeting on February 6, 1995. At that meeting the Declaratory Resolution was passed approving (subject to confirmation at a public hearing) Amendment VII. He stated there were basically two components to Amendment VIII: 1) the demolition of the existing City-County Building parking garage and construction of a new, state-of-the-art garage, as well as 2) the creation of a pedestrian plaza on what is now Court Street.

Mr. Lindsay stated the present condition of the parking garage is in serious disrepair. Upon demolition and consequent construction of a new, approximately 650-space, multi-level garage, the general public, City/County Building employees, and visitors to downtown retail and office locations would be served better and more safely.

The amended Civic Center Urban Renewal Plan also would call for the vacation (closing) of Court Street between Berry and Main Streets in order to create a pedestrian plaza. This plaza would serve as an aesthetically pleasing link between the

City-County Building and the Courthouse, (Lincoln Tower) and other adjacent businesses south of Main. Additionally, the plaza would act as a catalyst for future revitalization/redevelopment of the area immediately east of Court Street which contains several vacant buildings, such as the Old Standard Federal Building. Some of these buildings have been vacant for approximately ten years or more and redevelopment would provide for a greater tax base as well as overall beautification of the area.

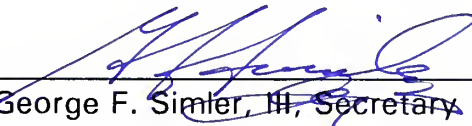
Mr. Lindsay closed by stating the Redevelopment Commission is involved in these particular projects because of its ability, by Statute, to issue Tax Incremental Financing (TIF) Bonds to facilitate these types of public improvements.

There were no questions for Mr. Lindsay

Mr. Powell asked if anyone else present wanted to speak in favor of the proposed Amendment VIII - to which there was no response. He also asked if there was anyone present who wished to speak against Amendment VIII - and no one spoke against it.

With no further discussion pending, Mr. Steve Hill moved to adjourn the Public Hearing and Mr. George Simler did second. The motion passed unanimously.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III, Secretary

ADOPTED: February 20, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

REGULAR MEETING MINUTES March 20, 1995

TIME: 4:30 p.m.

PLACE: City-County Building, Room 128

MEMBERS PRESENT: John B. Powell, President
R. Steven Hill - Vice President
George F. Simler, III - Secretary
Benjamin A. Eisbart - Member
Steven E. McElhoe - Member

MEMBERS ABSENT: None

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

CALL TO ORDER

Mr. John Powell called to order this regular monthly meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that all Commission members were present at this meeting except Mr. McElhoe, who arrived within fifteen minutes.

APPROVAL OF CLAIMS

Mr. Powell asked for a motion to approve the January/February 1995 Claims. Mr. Eisbart so moved and Mr. Hill did second and the motion was unanimously approved.

APPROVAL OF MINUTES

Mr. Powell asked for a motion to approve the February 20, 1995 Public Hearing and Regular Meeting Minutes. A motion was made by Mr. Ben Eisbart to approve said Minutes and Mr. Simler did second. The vote was unanimous in favor of approving said minutes.

OLD BUSINESS

None

NEW BUSINESS

Bid Openings

Mr. Powell began the bid openings with the NEW CITY PARKING LOT BID. All bids were opened and read as follows:

a. NEW CITY PARKING LOT BID - three (3) bids total

<u>Bidder</u>	<u>Principal Bid</u>	<u>Alt #1</u>	<u>Alt #2</u>	<u>Alt#3</u>	<u>Alt#4</u>
All-Star Const.	\$ 508,504	\$ 11,201	\$ 8,590	\$ 9,200	\$ 10,000
Brooks Const.	\$ 480,000	\$ 10,500	\$ 10,000	\$ 6,500	\$ 8,000
Wayne Asphalt	\$ 470,591	\$ 10,486	\$ 9,507	\$ 6,312	\$ 8,000

b. WAYNE STREET RESURFACING BID - three (3) bids total

<u>Bidder</u>	<u>Base Bid</u>
Brooks Const.	\$ 51,500
SE Johnson	\$ 62,689
Wayne Asphalt	\$ 50,116

c. CITY CENTER SIDEWALK BID - One (1) bid total

<u>Bidder</u>	<u>Principal Bid</u>	<u>Alt #1</u>	<u>Alt #2</u>	<u>Alt #3</u>
Brooks Const.	\$ 70,000	\$ 35,000	\$ 4,369	\$ 10,000

Mr. Powell noted that Brooks Construction had submitted the bid package on time today but called after the deadline, expressing concern that it may have neglected to put the bid form in the package. That was found to be true and Brooks delivered the bid form this afternoon according to Commission staff. Mr. Powell stated that since this was the only bid received on this project, he would ask for a motion to waive the irregularity in this case. Mr. Simler so moved to accept Brooks’ bid for consideration by the Commission on the City Center Sidewalk project. Mr. Hill did second and the motion was approved unanimously.

Mr. Powell thanked all the bidders present at the meeting for submitting bids to the Commission and that the Commission staff would be reviewing them soon and making its bid award recommendations shortly.

Presentation by Janet Nahrwold, ARCH

Mr. Powell recognized Ms. Janet Nahrwold from ARCH to speak on the progress of ARCH’s proposal to save the three buildings in the East Main Street Urban Renewal Area. Ms. Nahrwold was asked at the last regular Commission meeting to provide a 30-60-90 day update on the group’s action and this was the 30-day report.

Ms. Nahrwold stated that since the last Commission meeting on February 20, 1995, ARCH has accomplished several objectives. It has secured several bids from moving companies to relocate the houses ARCH has proposed saving. It has also identified several prospective lots within the proposed area (two to three blocks south of Main

Street, between Clay and Lafayette) that ARCH would like to move the buildings to. However, Ms. Nahrwold stated ARCH has only approached one of the lot owners to date, and she did not make clear to the Commission what the owner's response was either way. She stated ARCH has received estimates for all the houses as to three basic packages: 1) to bring each house to minimum code, 2) to furnish each house with basic amenities inside, and 3) to restore each house totally. ARCH has also received site development costs for one or two properties, but is still waiting for estimates on the remaining properties.

Ms. Nahrwold stated that the next step for ARCH will be to talk with some people now that the "numbers are in" and it has some concrete costs and options to offer. (Ms. Nahrwold also mentioned that projected costs were "high".) In response to a question from Mr. Simler, Ms. Nahrwold stated there is a "priority" list of houses ARCH wishes to save. From most desired to least, the list is: the Weber House (Deja Vu building), Evans House (Italianate with the square tower), Lewellen House, white Italianate house (next to Evans House) and the brick duplex house (which is the best suited for office space).

Mr. Simler asked if there were any other buildings in town like the brick duplex because it was enormous and appeared to be one-of-a-kind. Ms. Nahrwold responded she was uncertain as to other similar structures in town, and directed the question to Don Orban, City Historic Preservation Planner, who was attending the meeting. Mr. Orban responded that there are several houses similar to it locally, but none exactly like it.

Mr. Simler asked if ARCH still intended to locate the three East Main Street houses within the first block south or so of the present site and Ms. Nahrwold indicated it did. She stated ARCH is looking at sites on Berry Street, at Clay and Wayne Streets, and in the block south of Wayne.

There was no further discussion and Ms. Nahrwold stated she would be back again at next month's Commission meeting for a 60-day update.

Presentation by Jerry Sermersheim, Contech Engineers, Inc.

Mr. Sermersheim also introduced Vic Martin of Martin Riley Mock (who is contracting under Contech on the project) and began by stating he assumed all the Commissioners had reviewed the schematic plans Mr. Fletcher had recently supplied to them. So as to avoid a lengthy, perhaps redundant, dissemination of information, Mr. Sermersheim asked if there were any specific questions he could answer for the Commissioners on the project.

There were none forthcoming so Mr. Sermersheim gave a brief overview as to where the City-County Building Plaza Parking Garage project stood.

He indicated the demolition would be starting soon, about late spring/early summer, which would allow the new parking garage to be built somewhat further north than the existing garage site. This "move" slightly north would allow truck ramps to be constructed to allow service and delivery vehicles to better serve the City-County Building, a situation which, at present, is a severe problem.

The new parking garage will include one surface level, two above-ground levels, and one below-ground level. The structure will accommodate approximately 658 spaces initially. In response to a question from Mr. Simler, Mr. Sermersheim did state that the capability to add two more upper levels in the future was built into the present plans for the new garage.

Mr. Powell wanted to confirm that all new construction would occur only north of the present truck ramps. Mr. Sermersheim responded "yes" basically, except for some construction of a new handicap access ramp on the western plaza face. Everything south of the ramps would stay and be integrated into the new structure. Mr. Sermersheim went on to say there would be a covered pedestrian bridge from the new garage structure to the City-County Building. There would be some minor overlap of construction south of the present ramps, but not much.

Mr. Powell also wanted to confirm a construction completed date of December 31, 1995, which Mr. Sermersheim indicated was the "target" date. However, he did caution that weather would be playing an important role in adherence to the time for construction. If next winter is mild, construction should proceed rapidly. If next winter is early or hard, it will delay the completion date. Mr. Simler expressed surprise at the December 31st completion date, stating he thought it would take less time. Mr. Sermersheim stated that date only gives the construction phase six (6) months to complete the project which is a VERY AMBITIOUS construction timeframe. He stated it was an optimistic schedule but weather conditions will have to be ideal to meet it.

Mr. Simler asked if access to the new parking structure will be similar to that of the present garage access. Mr. Sermersheim stated it will be and that the lower level will have an access independent of the other levels, yet through internal ramps, lower level users could get to any of the higher levels. The surface entrance will also permit access to all other levels. An elevator in the garage will transport users from upper levels to surface or lower level. He added most users of the garage will use the covered walkway to enter the City-County Building from the surface level, just as they do now.

At this point, Mr. Sermersheim asked Mr. Martin of Martin Riley Mock to comment on the architectural aspects of and goals for the new garage. Mr. Martin referred to the artist's initial rendering that was displayed for the Commission members, showing how the new structure would appear and tie in physically with the City-County Building. His team picked up a lot of the similar style details, vertical and horizontal lines in similar proportion, penetrations of the openings, entrances, etc., to make the garage structure blend with the City-County Building.

Mr. Sermersheim stated the emphasis would also be on the entrances, and that they will be slightly different than the sketch. The entrances will be made to stand out and clearly signal the user as to the correct garage entrance and steer patrons away from the ramps used by the delivery services.

Mr. Powell asked if there were any height restrictions and Mr. Sermersheim stated clearance would be over the minimum required for access of a handicap van. He said handicapped van clearance was a minimum of 8'3" on the surface level and 7'6" minimum on the upper levels. The new garage clearance would be over those minimums, at approximately just under 8 feet on the upper levels.

Mr. Hill questioned how much concrete will be poured onsite as opposed to how much will be pre-cast and put in place. Mr. Sermersheim stated an approximate 60/40 ratio of poured onsite versus pre-cast would be his estimate. He indicated that the foundation and basement walls will comprise the bulk of cast-in-place concrete work. The two upper levels will likely be pre-cast concrete. Mr. Sermersheim stated that without this dual concrete method approach, the extremely aggressive construction schedule could not even be approached.

In response to another question by Mr. Hill, Mr. Sermersheim stated demolition will probably be complete "sometime in June". The existing garage concrete is in very poor condition as evidenced by the ease in which the borings were accomplished.

Mr. McElhoe asked if any thought had been given to enclosing the walkway between the new garage and the City-County Building. Mr. Sermersheim stated it was discussed but it would involve greater expense with heating/cooling mechanicals, security, vandalism, etc. Consequently, plans presently call for a walkway from the garage to the City-County Building that is covered on top (so as to protect pedestrians from weather) but that is open to the air otherwise.

Mr. Simler asked if plans called for a single or double elevator in the new garage, to which Mr. Sermersheim responded that there would be only one. Mr. Sermersheim stated most people will be parking on the lower or surface levels and one elevator would be sufficient as it will serve mostly the upper levels.

Mr. Simler asked, for clarification, how many spaces were in the existing garage and how many were planned in the new garage. Mr. Fletcher stated there are 345 spaces presently which will be replaced by 658 spaces in the new garage. After more discussion it was determined that the City-County employees presently utilizing other, more remote, parking spaces (i.e., the Old Fort lot) would park at the proposed new city parking lot at the corner of Clinton and Superior Streets. Mr. Fletcher stated that particular lot was scheduled for construction as soon as could be arranged (bids for it were opened earlier in the meeting). He further stated that the new parking garage will not be designed to service parking needs for ALL City/County employees plus the general public. The new garage will simply replace and expand the parking space presently available in the existing parking garage and surface-level parking lot.

There was discussion concerning the decision to plan for expansion capability of two more levels instead of just one level, prompted by a question from Mr. Powell. However, Mr. Sermersheim stated that dollars and good sense were to be considered since to incorporate a two-level add-on now involved only a small amount of additional expense and time. However, if the garage only incorporated a one-level expansion capability, but the parking demand in the future dictated a need for more than one additional level, time and expense of construction of extra levels at that future date will be much greater than if anticipated and prepared for today. Mr. Sermersheim stated that preparing today for tomorrow's expansion needs was a much smarter and more cost effective decision.

Mr. Eisbart asked what the cost comparison would be to construct one additional level now or wait three years (disregarding inflation) to construct. After some calculations, Mr. Sermersheim replied that the cost to add one level now was approximately two million, possibly two and one-half million dollars. He did not give an estimate for three years because he said if Contech foresaw the increased need (for the City-County Building) within only three years, it would be building those levels now.

Mr. Hill brought up another aspect of the level expansion capability. Since additional levels were anticipated and were being prepared for now, what about the capability to add more elevators? He was concerned one elevator would not adequately serve five upper levels (the top level being open to the sky) should expansion occur.

Mr. Sermersheim stated there was presently no capability for future construction of additional elevators in the plans. The issue was left somewhat unresolved, as the Commission recommended looking into this aspect more.

Mr. Sermersheim then spoke about security issues, pointing out security in the garage was a high priority for Contech. He said Contech has discussed safety issues at

length, and has met with the Fort Wayne Police Department for its input, etc. He stated lighting will be emphasized as it is the biggest deterrent to crime, according to police. The garage stairwells and the elevator walls will be glassed so the respective interiors will be in plain view from the City-County Building. He added that the interior bearing walls will be "light walls" built with thin columns that allow a person to see through the wall. Mr. Hill asked about using remote cameras to which Mr. Sermersheim stated that with remote security there is always the problem and cost of manning the cameras 24 hours a day.

In response to Mr. Simler's question, Mr. Sermersheim stated the useful life of the new garage is expected to be fifty (50) years. Contech will also present a recommended maintenance program to the Commission when the garage is completed, recognizing that lack of maintenance will severely diminish the life of the garage.

With no further questions for Mr. Sermersheim or Mr. Martin, Mr. Fletcher took a moment to expand and clarify some items. He explained that the management and maintenance of the garage will be handed over to an Indiana Horizontal Property Regime Condominium. He was presently working with the County Commissioners to finalize the agreement and added that it will consist of probably three individuals appointed by the County Commissioners and three by the City of Fort Wayne. Mr. Fletcher stated he is also pushing for one more individual in the association so as to provide the tiebreaker vote, if necessary, on any association decisions. Eventually he sees this group contracting for third party management, with the City and County not involved so closely. Mr. Fletcher did touch on the point that the City will be deeding ownership of the parking garage land over to the Horizontal Property Regime Condominium once it was formed.

Mr. Fletcher went on to clarify the portion of plaza area that will be replaced, showing its location on the large drawing on the wall. He reiterated that the east, west, and south portions of the plaza membrane (underlayment) were replaced previously by the County but not the north section. Also, he re-stated that the handicap ramp and plaza membrane replacement would have to happen before demolition starts in May. Consequently, Vic Martin had already been asked, stated Mr. Fletcher, to come up with plans/specs for the ramp since: 1) his firm (Martin Riley Mock) was already closely involved in the garage project, and 2) time was of the essence.

Mr. Fletcher referred the Commissioners to both the garage construction timeline and financial outline as well as the bond issue timeline (all of which had been handed out at the beginning of the meeting), noting the major dates to keep in mind.

A question arose from a meeting attendee, Mr. Jim Haley with SCT (computer communications company that services communications for the City and County), as to previous references in the meeting to work projected to be done on the existing garage ramps. He was concerned since many communication cables are attached to the south side of those ramps and any disturbance to them will disrupt service to the City-County Building itself as well as other departments in various locations about the City. However, he was assured by Mr. Fletcher and Mr. Sermersheim that the south side of the ramps should not be affected by any demolition or construction work.

There were no further questions or discussion on the parking garage. At this time, Mr. Powell addressed one more issue before moving onto the formal Resolution business.

Mr. Powell stated it was brought to his attention by Commission staff that the bid received from Wayne Asphalt on the New City Parking Lot was logged at 12:05pm, after the 12:00 deadline. He asked for a motion to waive the time of day deadline so

the Commission could accept Wayne Asphalt's bid for consideration. After some discussion and clarification as to its receipt by the staff, Mr. Eisbart asked what policy has been in the past for such circumstances. Mr. Kravig indicated there has never been a late bid since he has been with the Commission staff so he had no precedent to follow. Mr. Powell then suggested that Mr. Boyer, as legal counsel, review the matter further and render an opinion to Commission staff regarding proper options or procedures. The Commission would hold off on voting on any waiver until further informed. All Commission members agreed to this course of action and the meeting moved on.

Resolution 95-14

Ratifying and approving the relocation agreement and release for American Glass & Mirror, a tenant in Phase II of the Headwaters Flood Control and Park Project

Mr. Fletcher provided a general background brief that Pat's Glass was a tenant on Headwaters Park Phase II property. A relocation settlement had been reached in the total amount of \$13,437.40, said amount to include all relocation expenses and payment in full for termination of tenant's lease agreement. Mr. Eisbart motioned to approve and ratify Resolution 95-14 and Mr. Hill did second. The motion passed unanimously.

Resolution 95-15

Ratifying and approving a lease with the State Armory Board for the use of the parking area around the old Armory at 330 South Clinton Street

Mr. Fletcher stated that the Commission staff has been assembling temporary alternative parking sites for displaced City-County Building employees and the public parking patrons once demolition starts on the new parking garage. He stated one such site will be the parking area at the old Armory on S. Clinton, which is still owned by the State Armory Board. Therefore, a lease between the Board and the Commission is necessary for utilization of said parking area. The lease terms dictate use of the parking area by the Commission in exchange for the Commission agreeing to stripe or restripe, at its expense, the hard surface parking spaces within its leased area.

Mr. Simler moved to approve and ratify the lease and Mr. McElhoe did second. The Resolution passed unanimously.

Resolution 95-16

Amending the contract with G.D.R., L.L.C.

Mr. Fletcher explained that this resolution formally approves the changes in the contract with G.D.R., L.L.C that were discussed at length at the last Commission meeting (February 20th) with George Morrison and Ron Menze (who represented two-thirds ownership of G.D.R.). As a refresher, Mr. Fletcher said those changes were due to a low bank appraisal, and consisted of lowering the purchase price from \$190,000 to \$185,000, deferring buildout of the north half of the second floor to within five years instead of upfront, and G.D.R. demolishing, at its expense, one blighted building that presently sits on the Jefferson House property.

Mr. Eisbart motioned to approve Resolution 95-16 and Mr. Hill did second the motion. The vote was unanimous to pass said resolution.

Resolution 95-17

Approving an Agreement with the Fort Wayne Board of Public Works

Mr. Kravig explained that the Three Rivers Ambulance Authority (TRAA) must be relocated from its present location on Clinton Street so that construction can begin for the Festival Center in Headwaters Park Phase III on that site. The Board of Public Works (BOW) has selected a new site location bounded by Brackenridge, Hayden, Clay, and Monroe Streets, which Mr. Kravig outlined for the Commission on a large street map. Mr. Kravig stated the site selected by BOW is an area experiencing decline and consists of mostly vacant lots. Only one of the lots to be condemned had a house on it and that house was presently unoccupied.

Mr. Kravig stated BOW has successfully negotiated purchase of most of the lots within the site. However, BOW has been unsuccessful in its negotiations for three lots and requests the Redevelopment Commission act as its agent and use the Commission's power of eminent domain. Mr. Fletcher also added that there are actually five parcel owners who have not signed, but it is anticipated that two will sign. If they do not, the condemnation process will be initiated on those two parcels as well. Mr. Kravig further stated that the Agreement with BOW is very similar to the one previously executed by the Commission and BOW, allowing the Commission to act as agent for BOW in acquiring Headwaters Park property.

Mr. Eisbart so moved to approve Resolution 95-17 and Mr. Simler did second. The Resolution passed unanimously.

Resolution 95-18

Resolution of the Fort Wayne Redevelopment Commission regarding issuance of bonds

Mr. Fletcher introduced Mr. Rod Wilson from Summers & Company, who is working with the bond counsel--Mark Krcmaric from Barnes and Thornburg, Dave Boyer, and himself in the first step of the 3.5 million TIF bond issuance.

Mr. Wilson stated that the purpose of the bond was to finance construction (and other associated costs) of the new parking garage. The City and County have agreed to split the cost and Redevelopment funds are not sufficient to finance the project entirely. Therefore, the City will finance its portion through the sale of tax increment finance bonds. The downtown urban renewal area (Civic Center Urban Renewal Area) has already been amended to include the garage site. All property tax collected in this urban renewal area in excess of the base assessed valuation, will be "captured" by the Redevelopment Commission and put in a special account. The funds in this special account will repay the new bond issue and the existing 1992 TIF bond issue in this same Civic Center Urban Renewal Area.

Mr. Wilson stated that this will be the third TIF bond issued in the downtown TIF district. The first issue was used for the "Courtyards" improvements (Midtowne Crossing) and the second was used in building the parking garage at Calhoun and Wayne Street. (Mr. Wilson was incorrect on the second issue in that funds were actually used for clearance and site preparation for the City Center project).

Mr. Wilson said the bonds are anticipated to mature in less than 20 years. He stated that bond counsel is asking the Commission to approve \$3.5 in bonds now, yet anticipates that amount will not be needed. However, Mr. Wilson said that bids on the project are still 45 days away and until the project costs are determined, it is impossible to know exactly how much will be the City's half, and thus, how much to issue for. The Bond Counsel anticipates the need to be less than \$3.0 million.

Mr. Wilson stated the captured tax increment will pay for costs related to construction of the garage as well as any capitalized interest on the bonds until the TIF revenue from the district is sufficient to pay these costs alone.

Mr. Boyer indicated at this time that the bonds will be issued on a parity with the previous two bonds issues. Certain requirements in the previous bond issues have been met by the present Resolution 95-18, assuring that the new parity bonds will not diminish the security of the earlier bond issues. He also clarified that these bonds are limited obligation bonds, and not general obligations of the City, or the Commission. Payment is limited to TIF funds generated from the Civic Center Urban Renewal Area, as amended.

Mr. Wilson added that there is a (debt) reserve fund set up as well to cover bond payment for any year that TIF collections may be insufficient. Moreover, he said the bond repayment schedule is based on the current level of property tax and current construction going on within the tax district in determining how much incremental tax revenue will be captured each year. Moreover, future new construction, projected increases in the tax rate, and reduction in tax abatements (i.e., the City Center has ten years of abatement before it pays a full tax assessment) will only increase TIF revenues and are not even being taken into consideration under the present schedule.

Mr. Simler stated he anticipated that Mr. Wilson would not be going out for a bond rating but he did ask if Mr. Wilson had a rating equivalency. Mr. Wilson stated the rating agencies refuse to rate TIF districts as small as this one. But to issue bonds, an entity should provide "coverage" of 1.35 X debt service. This type coverage is considered a very strong, very conservative, "A-rated" cash flow covenant. Mr. Wilson said even though the TIF district is small, given the quality of property taxpayer within it, the issue's strong financial covenants, and 1.35 debt service coverage--it is probably an A-rated fund.

Mr. Eisbart asked if the bond issue amount is reduced will there be a proportionate reduction in bond issuance fees, i.e., underwriting and legal fees, etc., to which Mr. Wilson responded yes.

There were no further questions for Mr. Wilson. Mr. Hill motioned to approve Resolution 95-18 and Mr. Simler did second. The Resolution passed unanimously.

Resolution 95-19

Approving a change order to the Mergy Construction contract

Mr. Kravig stated this was a change order on a Mergy contract from last fall for work at Baker Street. However, he could not field check the legitimacy of the multiple items on the change order due to weather conditions, like snow. The list the contractor submitted for \$5,900 of extras included some items that were not allowable. However, Mr. Kravig said that last week he was able to check all the allowable changes and that the charges seemed fair and reasonable and the work necessary. He felt the change order was warranted for the amount of \$4,419.03 to cover items such as a new catch basin (approximately \$2000), additional excavation, backfill, pavement, etc.

Mr. Eisbart moved to approve the change order and Mr. McElhoe did second. The Resolution passed unanimously.

Resolution 95-20

Allowing the designation of property as an Economic Revitalization Area for G.D.R., L.L.C. in the Civic Center Urban Renewal Area

Mr. Fletcher stated this resolution was simply to allow the Jefferson House property (which the Commission recently sold to G.D.R.) to be designated as an Economic Revitalization Area. This would allow G.D.R, L.L.C., a corporation held by Morrison Kattman and Menze, to apply for tax abatement.

Mr. Ron Menze of said corporation spoke briefly that G.D.R closed on the property as of March 1, 1995 and applied last week with the Economic Development Department for a tax abatement of 10 years. He stated the Jefferson House is an older, blighted downtown building that stood vacant for 10-15 years, and his firm will now make it a viable business site for Morrison, Kattman, Menze. He mentioned that the property will once again support the City through property taxes.

Since the Commissioners were already quite familiar with the Jefferson House project, without further discussion, Mr. Simler moved to approve Resolution 95-20 and Mr. Hill did second. The Resolution passed unanimously.

Resolution 95-21

Approving an intergovernmental agreement with the Allen County Board of Commissioners delineating cost reimbursement of Architectural/Engineering services

Mr. Fletcher stated that the first agreement the Commission executed with the County covered 50% reimbursement to the Commission for only the costs of preliminary design and cost estimates for the new City-County Building Plaza Parking Garage project. At that point the City and County could terminate the architectural/engineering services contract or go forward with the project.

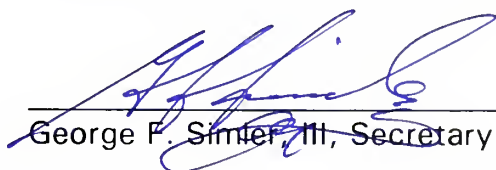
After the preliminary design and cost estimates were done, the City and the County did agree to go forward. Therefore, another contract is necessary which delineates that the County will reimburse the Commission 50% of the costs incurred for the remaining services of design development, construction documents, and bidding and construction contract administration, as performed by Contech Engineers.

Mr. Eisbart motioned for approval and Mr. Hill did second. Resolution 95-21 passed unanimously.

In closing, Mr. Fletcher reminded the Commissioners that some special meetings will be called in order to keep the parking garage project moving on schedule.

As there was no further business to discuss, Mr. Powell adjourned the meeting.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler III, Secretary

ADOPTED: February 20, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

SPECIAL MEETING MINUTES

March 31, 1995

TIME: 4:00 p.m.

PLACE: City-County Building, Room 810

MEMBERS PRESENT: John B. Powell, President
George F. Simler, III - Secretary
Steven E. McElhoe - Member

MEMBERS ABSENT: R. Steven Hill - Vice President
Benjamin A. Eisbart - Member

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

CALL TO ORDER

Mr. John Powell called to order this special monthly meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that two Commission members, Mr. Eisbart and Mr. Hill, were absent from the meeting, and all other members were present.

NEW BUSINESS

All bids received for the City Center Sidewalk, Wayne Street Resurfacing, and New City Parking Lot projects were reviewed and discussed

City Center Sidewalk

Mr. Fletcher gave a brief overview that Brooks Construction Company (the only bidder on this project) bid \$70,000 and Commission staff recommends awarding the contract to Brooks, minus, however \$5,200. Mr. Kravig explained further that the \$70,000 bid was for all the work necessary in the City's right-of-way. However, the Commission staff is deducting \$5,200, a pro-rated amount of Alternate bid #3 which was for labor/materials of installing brick in a semi-circle portion of said right-of-way. Mr. Kravig illustrated for Commission members on a graphic the area under discussion, noting the reason for the deduction was that the developer is "entertaining" the idea of installing granite instead of the brick, just for the difference in cost.

This deduction of \$5,200 will be paid eventually as the Commission will purchase \$5,200 worth of granite. However, Mr. Fletcher clarified that presently, the contract will be for \$64,800 only. The remaining \$5,200 will be contracted at a later date.

Mr. Simler motioned to approve awarding the contract to Brooks Construction in the amount of \$64,800. Mr. McElhoe did second and the motion passed unanimously.

Wayne Street Resurfacing

Three bids were received for this project with Wayne Asphalt coming in lowest at \$50,116. Mr. Kravig commented that it was a straightforward decision as no

irregularities were noted and unit prices looked good. He stated Wayne Asphalt was clearly the lowest and best bid and the staff recommended awarding contract to same.

Mr. McElhoe motioned to award the contract to Wayne Asphalt and Mr. Simler did second. The motion was approved unanimously.

New City Parking Lot

Mr. Powell was hesitant to "characterize" the number of bids received on this project since there was a request at the bid opening meeting to defer "acceptance" of the Wayne bid until Commission legal counsel could give an opinion as to the legality.

However, Mr. Fletcher stated characterization should be that all bids received were well over the staff's anticipated project cost of \$400,000. He mentioned there were also some procedural irregularities pertaining to the opening of the bids at the last meeting. But, mainly due to the excessive costs, Mr. Fletcher stated the Commission should "re-massage" this project and work to get costs down to the budgeted price of about \$400,000. He further stated that the Headwaters Park architect, Alan Grinsfelder, was already looking at the bid package to see where some work could be cut or reduced in order to bring the project in line with budget and that Mr. Grinsfelder also recommends rejecting all bids.

Mr. Simler questioned if the Commission might be sacrificing safety or quality, etc., by trying to work the project to a specified dollar amount, i.e., \$400,000. He wondered if perhaps the bidding companies knew "their business better than" the Commission which is why their bids came in "high." Mr. Fletcher responded that the bidders respond to whatever specific work and/or detail is laid out in the bid package. These bids, therefore, have only responded to the specific work requested by the Commission staff. If the staff changes or modifies the bid requirements, bidders will change/modify their respective costs.

Mr. Fletcher stated that there have been other occasions where bids have been over budget, so to speak, and staff has recommended rejected the bids in order to "regroup" and rethink its project requirements. Mr. Fletcher also noted that in the last several bids the Commission has received, the bids have been higher than the final actual cost. Why? He did not know, perhaps the bidding companies are busy and unable to finely hone their bidding estimates. Perhaps loose cost estimating was the case in this instance. However, Mr. Fletcher reassured Mr. Simler that removing or changing certain design requirements from the bid package would not compromise the integrity and quality of the project, it would simply reduce its scope.

Mr. Fletcher also stated that acquisition, demolition, etc., has not been completed in Headwaters Park yet. He has to be very careful not to go over budget since there may be additional unforeseen costs associated with the final negotiations. He stated if there is money left over after all acquisition, relocations, environmental remediation and the like, that money can be put back into projects such as this New City Parking Lot. Until then, he has to watch carefully and stay within his limits.

Mr. McElhoe wanted clarification as to how the changes in specs suggested by Mr. Grinsfelder, i.e., decreasing the curb with from 2' to 1', would impact the project longterm. To this Mr. Kravig addressed the situation as an instance of going from a "top shelf" design option (2' all concrete curbs) to a less expensive option (1.5' of mulch, 0.5' concrete) yet accomplishing the same end result. Mr. Kravig again emphasized that any changes or modifications in the project specifications would not sacrifice quality and safety.

In response to Mr. Powell's question, Mr. Fletcher stated the staff recommends rejecting all bids for the reasons previously discussed, and then rebidding the project. Mr. Powell also asked if the rebidding would delay the garage construction to which Mr. Fletcher stated no. He said the New City Parking Lot was not scheduled for construction until approximately August '95 anyway, so there would be no delay due to the necessity of rebidding the project.

Mr. Simler motioned to reject all bids for the New City Parking Lot project and to go through the bid process again for same. Mr. McElhoe did second the motion after clarifying that rejecting and rebidding the project would take care of the Wayne Asphalt bid situation as well. The motion passed unanimously.

Resolution 95-22

Approving a standard form of agreement with Martin Riley Mock, Inc.

Mr. Fletcher explained that handicapped access to the City-County Building is mandated by federal law. Presently, handicapped individuals access the building from the (surface level) plaza parking lot. That access will be terminated once demolition of the existing parking garage and surface lot begins. Therefore, Mr. Fletcher stated that the Commission needs to move quickly on getting a handicapped ramp built which accesses the City-County Building directly (to be located on the northwest side of the present plaza) before garage demolition begins in early/mid-May.

Moreover, Mr. Fletcher stated that the plaza membrane is deteriorated on the north side. Presently there are leakage problems in the sublevel of the parking garage directly underneath this northern area of the membrane. To "do things up right", Mr. Fletcher stated this membrane should be replaced or repaired now since it will co-exist, and practically be a part of, the new parking garage when built.

Martin Riley Mock, the firm retained by Contech for design of the new garage, has also been working on the ramp design per Mr. Fletcher's request. Mr. Fletcher stated that this resolution would authorize him to enter into a standard AIA agreement with Martin Riley Mock to provide the architectural services for design of the ramp and membrane as well as management of the construction of both entities. Martin Riley Mock's proposed cost to provide these services is \$22,939.

Mr. Simler asked if a public bid for the ramp design was required to which Mr. Fletcher replied no. He stated first that the bid would hopefully be under \$25,000. Secondly, Mr. Fletcher stated that professional services (architectural, legal, engineering, etc.) are not required by statute to be publicly bid. Mr. Fletcher also added that the minimum public bid amount of \$25,000 may be raised soon as the State Legislature is presently considering a bill to that effect.

Mr. Fletcher recommended approving this contract with Martin Riley Mock. Mr. Simler so moved for approval and Mr. McElhoe did second.

Prior to voting, Mr. Powell stated for the record that he was a partner with the law firm Shambaugh, Kast, Beck, and Williams. Vic Martin and Martin Riley Mock have been, and still are, clients of his firm. However, neither he nor anyone in his firm has consulted with Martin Riley Mock concerning this contract or any matters related to it. Having formally disclosed this issue, Mr. Powell stated he would vote on this Resolution. (Mr. Powell and his firm's relationship with Martin Riley Mock was previously disclosed and discussed at the December 19, 1994 meeting. Commission legal counsel determined at that time Mr. Powell had no pecuniary interest in contract awarded to Martin Riley Mock, since he was not a shareholder of the law firm. Counsel clarified that Mr. Powell received no remuneration from the contracts as a

result of awarding them. Therefore, no conflict of interest existed and Mr. Powell's vote would be legal and binding.)

The Commission voted unanimously to pass Resolution 95-22, approving the contract with Martin Riley Mock for the above described services.

Resolution 95-23

Approving a development agreement with the Centennial Development Corporation.

Mr. Fletcher stated the Commission had previously approved the collection of \$150,000 (not to exceed) from tax increment generated from Centennial Park properties to further develop infrastructure in the southwest quadrant. Mr. Lindsay provided further detail.

Mr. Lindsay said that the first year tax increment was collected for Centennial Park was in the 1993 pay 1994 tax year. At that time, the Commission collected roughly one-third (\$150,000) of the total TIF revenue generated from the Centennial Industrial Park Urban Renewal Area. Mr. Lindsay stated that the Commission agreed at that time, to cause the construction of infrastructure, i.e., streets/water/sewer/drainage, etc., to be completed in the undeveloped southwest quadrant of the Park, at a cost to the Commission of no more than the \$150,000. The Developer would pay any costs over and above \$150,000. This agreement occurred because Centennial Development Corporation (CDC) was negotiating a deal with VICORP Restaurants at that time to fund necessary infrastructure which would serve a parcel located in this quadrant.


Ultimately, the VICORP deal did not close. The infrastructure improvements therefore were never implemented. Mr. Lindsay stated Centennial Development Corporation now wishes to proceed with opening up that quadrant for development. He said that Centennial Park is basically fully developed with the exception of this remaining southwest quadrant, which contains approximately 27-30 acres.

Mr. Simler commented he wanted to be sure no roads had been constructed connecting the south side of the Park to the residential area immediately adjacent to it. He jokingly wanted to know what happened to the resident that once threatened to "shoot" him when the Park development first commenced. After various reassurances and Mr. Fletcher's comment that he knew some members of the City Council "would not be for" direct ingress into that residential area, it was noted that the Commission was aware of the residential area's concerns and was sensitive to those concerns. No roads are planned to be constructed which would cross through the adjacent residential neighborhood to the south of the Park.

Mr. McElhoe commented that he thought the Park had site screening to which Mr. Lindsay responded yes.

Mr. Simler motioned to approve Resolution 95-23 and Mr. McElhoe did second. The Resolution passed unanimously. As an additional comment, Mr. Fletcher stated the Agreement calls for CDC to contribute \$100,000 back to the Redevelopment Commission capital fund within five years. These monies can then be used for development of other industrial parks or for other redevelopment activities.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III, Secretary

ADOPTED: April 17, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

PUBLIC HEARING MINUTES

April 17, 1995

TIME: 4:30 p.m.

PLACE: City-County Building, Room 128

MEMBERS PRESENT: John Powell - President
R. Steven Hill - Vice President
George F. Simler, III - Secretary
Benjamin A. Eisbart - Member
Steven E. McElhoe - Member

MEMBERS ABSENT: None

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

PROPOSED ADDITIONAL APPROPRIATION - 1995 TIF BOND

CALL TO ORDER

Mr. John Powell called to order this Public Hearing of the Fort Wayne Redevelopment Commission.

ROLL CALL

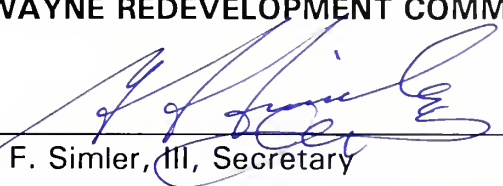
It was noted for the record that all Commission members were present.

DISCUSSION

Mr. Powell asked if anyone was present who wished to speak in favor of the proposed additional appropriation. No one came forward. Mr. Powell asked if there was anyone present who would like to speak against said appropriation. Again, no one came forward. As this additional appropriation, the 1995 TIF Bond, had previously been discussed by the Commission, Mr. Powell asked for a motion to adjourn. Mr. Simler did so motion and Mr. Hill did second. The motion passed unanimously.

Mr. Fletcher remarked that to date, the County has received no remonstrances on its bond issue either. The remonstrance period for the County ends May 2, 1995 per Mr. Fletcher.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III, Secretary

ADOPTED: April 27, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

REGULAR MEETING MINUTES

April 17, 1995

TIME: 4:45 p.m.

PLACE: City-County Building, Room 810

MEMBERS PRESENT: John B. Powell, President
R. Steven Hill - Vice President
George F. Simler, III - Secretary
Steven E. McElhoe - Member
Benjamin A. Eisbart - Member

MEMBERS ABSENT: None

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer, John Wernet

CALL TO ORDER

Mr. John Powell called to order this regular monthly meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that all Commissioners were present.

APPROVAL OF CLAIMS

Mr. Powell asked for a motion to approve the March 1995 Claims. Mr. Hill did so motion for approval and Mr. Simler did second. The motion was unanimously approved.

APPROVAL OF MINUTES

Mr. Powell asked for a motion to approve the March 20, 1995 and the March 31, 1995 minutes. On a motion by Mr. Hill and a second by Mr. Eisbart, both minutes were approved unanimously.

OLD BUSINESS

None

NEW BUSINESS

Resolution 95-24

Regarding issuance of bonds, appropriation of bond proceeds, and related matters

Mr. Fletcher explained that this Resolution was the object of the Public Hearing. He proceeded to give a brief outline of the bond process thus far, the various public legal notifications, the public hearing, and the passage of the Resolution. At present, the various parties involved, i.e., bond counsel, Summers & Company (underwriter), and Commission legal counsel are meeting to further refine the bond issue, determine the

bond size, etc. Mr. Fletcher stated that the Commission is still looking to issue the bond sometime in June, after the Commission has bid out the construction work in late May. Once construction costs are in, better sizing of the bond can occur. Mr. Fletcher stated he is going forward with the bond process now so there will be no question at the last minute that a construction contract can be entered into and the bond can be issued to finance that construction.

Mr. Fletcher further stated that he anticipated entering into a final agreement with the County on May 3rd regarding cost reimbursement for the demolition and construction of the garage. Demolition is still scheduled to begin May 4th. This Resolution before the Commission approves a bond issue in the amount of \$3.5 million. He also stated that should the Resolution pass, the Commission staff will then send to the State Board of Tax Commissioners, for its review, all bond documentation generated to date. He emphasized the Board does not have to approve the bond issue, but it does have to review the pertinent documentation.

Mr. Fletcher introduced Rod Wilson from Summers & Company who had spoken on the bond issue at the previous month's regular Commission meeting. Mr. Wilson spoke briefly, stating the bonds in this issue will be parity bonds, meaning they will be secured on an equal basis with the other bonds issued in the downtown tax increment district, i.e., for the Midtowne Crossing project and the City Center parking garage project. Mr. Wilson stated again it is anticipated that an issue of \$3.5 million will not be needed and \$3.0 million will be closer to the final amount needed.

Mr. Fletcher pointed out that the Resolution allows the Executive Director, in consultation with Commission counsel, to approve the final Official Statement with respect to the Bond. The Official Statement is the document sent out with the sale of the bonds.

There were no questions for Mr. Fletcher or Mr. Wilson. Mr. Simler moved for approval of Resolution 95-24 and Mr. Hill did second. The motion passed unanimously.

Presentations

It was noted that the scheduled speakers, Janet Nahrwold and Tom Young, were not present. It was stated that Janet Nahrwold was not expecting to speak until after 5:00 (due to the public hearing) and that she would probably show up around that time. There was no information as to Mr. Young's absence.

Resolution 95-25

Approving a contract for construction of a handicapped access ramp to the City-County Building

Mr. Fletcher explained that it became apparent the invitational bids for the handicapped ramp construction were exceeding the statutory limit of \$25,000. To pursue permanent ramp construction, a public bid process would have to occur which would delay the garage demolition timing.

Moreover, Mr. Fletcher said the cost of upwards to \$50,000 just to build an access ramp was too prohibitive. Therefore, Mr. Fletcher stated invitational bids for a TEMPORARY handicapped access ramp were sent out by Martin Riley Mock today, the 17th, with bids due this Friday, April 21st. He expects costs for the temporary ramp to be approximately \$5,000. Mr. Fletcher added that he didn't think the Commissioners would want to be called in for another special meeting just to sign one

contract worth \$5,000, so he proposed that the Commissioners verbally authorize him to enter into a contract for the temporary ramp construction.

Since tentative cost estimates to build a permanent ramp were so high, Mr. Fletcher said he is now pursuing the possibility of incorporating the handicapped access to the City-County Building into the parking garage construction plans. Mr. Fletcher stated he had yet to talk with the architect, but he envisioned allowing handicapped persons to enter the garage structure through a handicap-designated opening or door. They would continue on through the structure, to the proposed covered walkway and the existing crossover, and on to the plaza and the building entrance. This handicap access route would be similar to the one in use presently.

If accommodating handicapped access through garage design was not feasible, Mr. Fletcher stated another option he is considering is to include the ramp construction in the larger, overall construction bid for the garage. This option might deliver a better price for the ramp construction than if the ramp is publicly bid as a separate project.

Mr. Powell asked for some clarification if Resolution 95-25 addresses authorizing Mr. Fletcher to enter into an agreement for construction of a temporary ramp only, or for both a temporary and a permanent ramp? Mr. Fletcher responded it would address both. Mr. Powell also asked if the invitational bid sent out today was for just the temporary ramp or both temporary and permanent? Mr. Fletcher responded that the bid was for construction of the temporary ramp only. In response to Mr. Simler's question, Mr. Fletcher stated the temporary ramp will be wooden.

At this point, Mr. Boyer stated it might be advisable to add the word "temporary" to this resolution since the temporary ramp construction was all the Commission was approving. But Mr. Fletcher stated he wanted approval for construction of the permanent ramp as well. He said soon the County Commissioners were going to execute an agreement with the Redevelopment Commission as to reimbursement for costs associated in building the handicapped ramp. He was not going forward with construction of the ramp without the County's executing the contract first.

Some confusion ensued during this discussion as to what the Commission was "approving", what it was "delegating" authority on, what contract went with what resolution, etc. Parts of Resolution 95-26 seemed to be under discussion, etc.

After some clarification, Mr. Fletcher stated he was indeed speaking of Resolution 95-26, not 95-25. Since the invitational bids exceeded the statutory limit, he said there will be no contract to construct a permanent ramp and 95-25 is therefore eliminated. He apologized, explaining he had gone directly into Resolution 95-26.

However, Mr. Boyer asked why Resolution 95-25 could not be passed anyway by just inserting the word "temporary" in the appropriate sections and when the invitational bids come in Mr. Fletcher would already have the authority to execute an appropriate contract.

Mr. Powell asked for a motion to amend Resolution 95-25 to designate entering into a contract for construction of a temporary handicapped access ramp and also authorizing Mr. Fletcher to execute said contract.

Mr. Simler moved first to approve Resolution 95-25 and Mr. Eisbart did second. He then asked for a motion to amend, as cited in the previous paragraph, Resolution 95-25 and Mr. McElhoe did so motion. Mr. Hill did second the motion to amend said Resolution. Resolution 95-25, as amended, passed unanimously.

Resolution 95-26

Approving an intergovernmental agreement with the Allen County Board of Commissioners delineating cost reimbursement for additional work related to the City-County Building Plaza Parking Garage project

Mr. Fletcher clarified that this Resolution approved the Agreement between the Commission and the County as to reimbursement of costs for design and construction of the handicapped access ramp and the design only for the repair/replacement of the plaza membrane.

As this Agreement was already discussed inadvertently with Resolution 95-25, Mr. Fletcher indicated it may also need to be amended to include the temporary ramp. Mr. Boyer said it would. He then directed the Commissioners to the bottom of the Agreement itself, stating language included there may cover the temporary ramp already. Mr. Lindsay proceeded to read aloud the pertinent passage.

Mr. Hill stated the amendment should go under "number 1, the second line, 'comma, temporary and permanent'." Mr. Hill then moved to approve 95-26 "as amended." However, Mr. Simler stated it had not been amended yet. Mr. Powell then stated he did not think the Resolution required amending since it only served as an approval mechanism for the contract which was amended. Since a motion to approve Resolution 95-26 had been made, Mr. Powell asked for a second and Mr. Eisbart did second the motion. Resolution 95-26 passed unanimously.

Resolution 95-27

Approving a contract for resurfacing a portion of Wayne Street

AND

Resolution 95-28

Approving a contract for the City Center Sidewalk

Mr. Fletcher explained Resolution 95-27 approves a contract with Wayne Asphalt to resurface a portion of Wayne Street and Resolution 95-28 approves a contract with Brooks Construction for the City Center Sidewalk reconstruction. Both these contracts were verbally awarded by the Commission at the last Special meeting on March 31, 1995. Both of these Resolutions are, therefore, simply formal passage of previous action approved verbally at that meeting.

Mr. Eisbart motioned to approve both Resolutions 95-27 and 95-28 and Mr. Hill did second. Both Resolutions passed unanimously.

Resolution 95-29

Approving a change order to the Mergy Construction contract

Mr. Fletcher stated that Mergy Construction continues to dispute the Commission staff's decision regarding payment for additional work performed. Therefore, he withdrew this Resolution for the present time until he has met onsite with the contractor later in the week and a final decision can be made.

Mr. Kravig elaborated that he had done the initial review of the additional work billed, he had made a decision as to what work qualified for payment, and the Commission approved the respective change order. He stated that Mergy took exception to his findings and so he met them down at the jobsite, stating he would take another look at the additional work performed. In speaking with Mergy at that time, Mr. Kravig felt

the Executive Director should become involved so as to make a final decision, according to contract, and end the back and forth discussions.

OTHER BUSINESS

Resolution 95-30

Approving additional financial assistance to the Landing Properties Streetscape project

Mr. Fletcher explained the Commission contracted with Bonar & Associates in 1991 to finance approximately one-half the cost of the total construction work around its building, i.e., brick work, sidewalks, curbs, etc. In addition to this initial agreement, there was a subsequent contract with Bonar in which the Commission participated as well, contributing fifty percent (50%) toward putting in new trees along the front of the building. The Commission, through invitational bid, hired Siebold-Price Tree and Landscape Company to purchase and plant said trees.

Mr. Fletcher stated the following:

In late 1994, the Commission staff was contacted by Ron Bonar and informed that all the trees had died due to disease. Mr. Bonar wanted the Commission to replace the trees and cover the cost since the Commission originally bid out and contracted for the trees. Mr. Fletcher did not agree as to the Commission's liability but did agree to contact Siebold-Price Tree and Landscape and pursue its responsibility in regards to replacing the trees. However, Siebold-Price refused to accept responsibility for the death of the trees since three years had already passed. Yet it did agree to replace said trees and charge only its contractor cost to purchase the trees and only half the labor cost to plant them.

This offer was relayed to Ron Bonar and through negotiation, he agreed to pay for one-half the total cost to purchase and replant the trees. Mr. Fletcher agreed that the Commission would cover the other half, an amount equalling \$825.87.

Mr. Hill questioned who would be responsible for these trees twenty years from now? Mr. Fletcher responded that he told Mr. Bonar the Commission has participated twice now with these trees, and it would not participate in the future should there be any further problems. However, he also remarked it is the type of situation that defies clearcut, black-and-white determination of responsibility. Mr. Fletcher stated the trees are in the right-of-way and it could be argued that the trees are the responsibility of the City for that reason. Mr. Fletcher also stated, however, that traditionally the City has taken the position that maintenance should be the responsibility of the landowner.

In response to Mr. Hill's second question, Mr. Fletcher did reassure the Commission that its position had been formally expressed to Bonar & Associates by letter, confirming that the Commission would not participate further with said trees.

Mr. Eisbart had moved to approve Resolution 95-30 and Mr. Hill did second. The Resolution passed unanimously.

Resolution 95-31

Amending a contract with Advanced Environmental Systems

Mr. Fletcher stated briefly that the existing City-County Building parking garage has some asbestos present and Mr. Kravig clarified the following:

The Commission is presently under contract with Advanced Environmental Systems (AES) to provide asbestos abatement services for the Headwaters Park project. Therefore, the Commission staff asked AES to assess the parking garage structure. AES found asbestos in what Mr. Kravig referred to as the "muffler and tailpipe" of the emergency generator as well as in the horizontal run section of the drains from the plaza planters.

Mr. Kravig stated that AES has done very good work for the Commission thus far, that the company performs work in a timely manner, and has kept Commission projects out of regulatory trouble. He did, therefore, solicit an invitational bid from AES and was quoted \$2,780 to remove the asbestos material in the garage. Mr. Kravig stated this was a VERY reasonable quote considering the amount of material that will require removal. Moreover, in order to keep the garage project on schedule, the Commission staff does recommend that AES perform the necessary work and recommends amending AES's contract to reflect this additional work.

Mr. Fletcher stated that this approach best served the Commission since if it went out with an invitational public bid, the minimum timeframe would be 20 days plus extra days to acquire another wage scale determination. He stated the Commission really couldn't afford to pursue the public bidding process at this time, if it wanted to keep the parking garage project on schedule.

Mr. Eisbart asked if the amount to remove this asbestos was a total of \$15,000. Mr. Kravig responded that no, the original contract for Headwaters Park was approximately \$12,000 and AES was asking only another \$2,780 to abate the asbestos found in the parking garage.

Mr. Fletcher elaborated that the parking garage work is being added to the AES existing Headwaters Park contract ("piggy backed") in order to save time. This procedure avoids the time delay associated with a new wage scale determination, public notice, etc.

Mr. Hill motioned to approve Resolution 95-31 and Mr. McElhoe did second. The motion passed unanimously.

Presentation by Janet Nahrwold - ARCH

Ms. Nahrwold gave a 60-day update on its efforts to preserve the E. Main Street houses located on Lowell Griffin's property as previously discussed.

She reported the brick duplex has sustained more damage since the last meeting and is probably not salvageable at all now. ARCH is still collecting quotes and renovation expenses on all the houses and that the biggest problem with potential buyers are the moving costs.

Ms. Nahrwold indicated she has contacted someone from the Elkhart County Partnership who is putting together a performa for ARCH that can be taken to banks or possible investors. This person indicated to ARCH that the white Italianate and the Lewellen House would be the best candidates for property rehabilitation. She also conceded that ARCH has exhausted all its possibilities of saving the Webber House (Deja Vu) and it cannot offer the County Commissioners any likely prospects to move the house, a move quoted to cost \$34,000.

Ms. Nahrwold said ARCH hoped even if it could not save the building that ARCH would look to be more proactive instead of reactive. Also, she felt that the need to

address parking (in the downtown area) was very important. She commented that everywhere a person looked, more and more lots were being converted to surface parking and did the community really want an "asphalt jungle" out there?

Ms. Nahrwold quoted costs of \$150,000 to move the Evans House and \$140,000 to move the brick duplex. Mr. Simler asked about the other houses and Ms. Nahrwold stated the Lewellen House estimate is "not too bad" at \$48,000 (not including the coach house which has no foundation) and the white Italianate is approximately \$100,000. She also commented that owners in the two-block area (Wayne to Main, and Lafayette to Clay) have been quite receptive to developing the area into a historic district. Some owners have expressed a desire to donate lots to move the houses to. However, again Ms. Nahrwold said, parking becomes an issue as these potential sites are presently used for parking.

There were no further questions for Ms. Nahrwold and Mr. Powell asked her to come back in a month for another update.

Midtowne Crossing Lift

Although Tom Young had not appeared for the meeting, the Commission discussed further Mr. Young's initial request to install a carlift system in his parking space at the Midtowne Crossing Parking Garage (owned by the Commission).

Mr. Fletcher stated he had a structural engineer assess the Midtowne Crossing Parking Garage as to its ability to bear the weight of the lift and two cars in a space designed for one car. The report came back that the garage is structurally capable of sustaining such a concentrated load.

Mr. Simler asked what Mr. Fletcher had determined would be the additional cost to lease such a space with the lift. Mr. Fletcher responded that he had talked with Light & Breuning and asked Mr. Jim Lindsay to go through the findings.

Mr. Lindsay stated Light & Breuning recommended:

- 1) Getting a structural engineering report as to load bearing;
- 2) Consider additional operational costs to be incurred; and
- 3) Consider additional rent for extra lease of space, which it suggested should be at least 50% over what the space was presently rented for.

Mr. Lindsay added that at the last meeting Mr. Young attended, he balked at paying a suggested 50% increase in parking space rent. Mr. Lindsay presently pays \$65/mo and the 50% increase would add another \$32.50 to the monthly fee.

Mr. Lindsay also stated the Commission has no control over electrical usage and any outlets Mr. Young might have to utilize are located in the "common area" which is owned by the Owner's Association, not the Commission. He said the lift could run off two car batteries but Mr. Young was not receptive to using car batteries for power.

Mr. Eisbart, who had not attended the earlier Commission meeting at which the lift was discussed, asked why the Commission did not require Mr. Young to "hardwire in" his power source instead of allowing electrical cords, generally considered a liability hazard, to run all over the garage floor. Mr. Lindsay responded that Mr. Fletcher had made it clear "early on" in a meeting with Mr. Young that extension cords, etc. were not going to be permitted, which is why car batteries were suggested.

Mr. Fletcher stated that Mr. Young indicated that he had purchased about twelve of these lifts. Mr. Young represents to Commission staff that he plans to use the lift for winter storage, that the lift would not be going up and down every day, etc. However, Mr. Fletcher stated he thought Mr. Young may be thinking of selling or leasing the extra lifts to other Midtowne Owners if his is approved. If that situation occurs, the potential will exist for daily lift use and possible unforeseen problems.

Mr. Lindsay remarked also that since Mr. Young did not attend today's meeting, perhaps Mr. Young is no longer interested in pursuing the lift idea at all. This would preclude any further action or decisions anyway.

At this point the discussion turned away from the lift for a moment and toward the Midtowne Crossing garage door that opens onto Wayne Street. Mr. Fletcher mentioned that he was looking into installing a new system for that garage door because of frequent problems with breakdown. He said the other garage door off the alley has no problems but Wayne Street, per the company that maintains that door, goes up and down in excess of 200 times a week, (the Commission estimated that figure to be closer to 1000-2000 times per week) causing excessive wear and tear.

Both Mr. Simler and Mr. Eisbart expressed surprise that the garage door needed replacing already and wanted to know why the level of use was not taken into consideration when originally installed? Mr. Eisbart asked if the Kennedy team (former developer who was terminated) was responsible for the present system which Mr. Fletcher confirmed as so.

Mr. Fletcher also stated the parking garage maintenance company tells him many garages keep the door up during the day to alleviate overuse. Mr. Simler and Mr. Eisbart both remarked that auto dealers and repair shops, etc. have doors that get more daily use than the Midtowne garage door and appear to be lasting much longer than Midtowne's.

Mr. Fletcher said regardless of who is at fault, he must pursue replacing the present door system with a safer one. Just recently the spring broke on the Wayne Street door and it came crashing down unexpectedly. Mr. Fletcher emphasized that this type of incident presents a real liability for the Commission since personal injury or property damage, or both, could have occurred.

Mr. Simler then brought the discussion back to the lift again by stating he felt the extra income generated by allowing its use would be easy money for the Commission. The lift idea would not involve any expense on the part of the Commission itself, but it would maximize the return on any given parking space by leasing the airspace above it. Mr. Simler thought it too good a proposition for the Commission to pass up. He also stated he thought a 50% rent increase was too high and suggested a 30-35% increase which would still be a good deal for the Commission.

Mr. Hill voiced a concern that in reading the engineer's structural assessment, only one specific space was examined. If there was to be more than one lift in use, Mr. Hill was still concerned about assessing the effect on the structure caused by multiple units on the garage floor.

Mr. Lindsay stated that not all the spaces in the garage could accommodate these lifts. Some areas of the garage do not have enough clearance height to allow such use, i.e., the eastern and southern sides. This alone would restrict the number of lifts in use. This was the reason Mr. Lindsay deliberately requested a load assessment on Mr. Young's space only.

Mr. Simler stated he was unaware that the load bearing report was for only one space. His pitch to approve the lift system was heavily influenced by the significant number of potential spaces that could utilize the lifts. He stated his income theory would "be blown out of the water" if only one or two spaces could support the system.

Mr. Hill asked just how many spaces in the garage will accommodate a lift. Mr. Lindsay stated that would be difficult to answer simply due to the varied ceiling heights on that particular level.

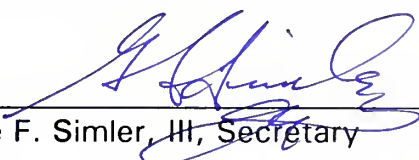
Mr. Fletcher stated he would like to try this lift system as a demonstration since there may be a need in the future to expand the parking capacity of the garage. Mr. Eisbart suggested instead, let Contech Engineers or other similar companies assess the garage and present to the Commission their findings, etc. If the study proved economically feasible, bid it out, and install units in all eligible spaces at once which should result in a better cost per space. Mr. Eisbart indicated this could be an enhanced selling point for the Midtowne (residential) units.

Mr. Hill again voiced his concern for the impact of the collective weight on the floor of the garage, created by all these cars and lift units. He reminded the Commissioners that the original architect had cut all possible corners in the design of this garage and Mr. Hill emphasized that the floor was not poured to specifications which would support two cars plus per space.

Mr. Fletcher stated he would go forward with getting someone to assess the whole basement floor for load bearing capacity as if all spaces were going to store two cars and a lift system.

With no other business to discuss, Mr. Eisbart did motion to adjourn the regular meeting and Mr. Hill did second.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III, Secretary

ADOPTED: _____ June 12, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

EXECUTIVE SESSION MINUTES

April 17, 1995

TIME: 5:30 p.m.

PLACE: City-County Building, Room 128

MEMBERS PRESENT: John Powell - President
R. Steven Hill - Vice President
George F. Simler, III - Secretary
Benjamin A. Eisbart - Member
Steven E. McElhoe - Member

MEMBERS ABSENT: None

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer, John Wernet

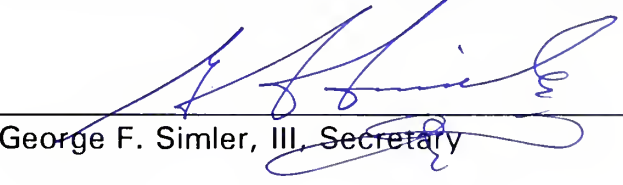
CALL TO ORDER: Mr. Powell called to order this Executive Session meeting of the Redevelopment Commission.

ROLL CALL: Mr. Powell noted that all Commission members were present.

Discussion ensued concerning strategy with respect to pending litigation as referenced in I.C. 5-14-1.5-6.1(b)(2)(B)

With no further business to discuss, the Executive Session ended at approximately 6:15pm.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III, Secretary

ADOPTED: June 12, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

SPECIAL MEETING MINUTES
April 27, 1995

TIME: 4:30 p.m.

PLACE: City-County Building, Room 810

MEMBERS PRESENT: John B. Powell - President
R. Steven Hill, III - Vice President
Steven E. McElhoe - Member

MEMBERS ABSENT: George F. Simler, III - Secretary
Benjamin A. Eisbart - Member

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

OTHERS PRESENT: Chuck Bailey - Compliance, Tim Martin - Martin Enterprises
Representative from Richard Ness Excavating
Jerry Sermersheim - Contech Engineers

CALL TO ORDER

Mr. John Powell called to order this special monthly meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that two Commission members, Mr. Eisbart and Mr. Simler were absent from the meeting.

APPROVAL OF CLAIMS

No claims.

APPROVAL OF MINUTES

Mr. Powell asked for a motion to approve the April 17, 1995 Public Hearing Minutes. Mr. Hill motioned for approval and Mr. McElhoe did second. Said motion passed unanimously.

OLD BUSINESS

None.

NEW BUSINESS

The first order of business was reviewing all bids received for the City-County Building Plaza Parking Garage Demolition Phase.

Bids received were as follows:

<u>Bidder</u>	<u>Base Bid</u>
Martin Enterprises, Inc.	\$479,750.00
Richard Ness Excavating	\$770,700.00

Mr. Powell handed the two bid packages to Mr. Jim Lindsay who, along with Mr. Jerry Sermersheim, reviewed them for inclusion of all required documents constituting a complete bid.

Resolution 95-32

Rescinding Resolution 95-25, and confirming and ratifying the approval of a contract with Louis Lee Lengacher, Inc., to construct a temporary handicapped access ramp to the City-County Building

Mr. Fletcher explained that at the last meeting, the Commission had passed an amended Resolution 95-25 which was originally prepared as a bid award for a permanent ramp. After he and Commission counsel reviewed the amended Resolution, it did not particularly make sense as worded so he recommended Resolution 95-25 be rescinded and a properly worded Resolution be approved.

Mr. Fletcher briefly stated Resolution 95-32 confirmed and ratified the awarding of the temporary handicapped access ramp contract to Louis Lee Lengacher, Inc. Said contractor submitted the lowest and best bid out of four total bidders in response to an invitational bid from the Commission sent out last week. Mr. Fletcher entered into contract immediately with Mr. Lengacher, having been duly authorized to do so at the prior Commission meeting, due to the very short completion date required of the project.

Mr. Hill motioned to approve Resolution 95-32 and Mr. McElhoe did second. The Resolution passed unanimously.

Resolution 95-33

Approving a contract for the demolition of the existing City-County Building Parking Garage subject to satisfactory financing.

Mr. Sermersheim of Contech Engineers, finished reviewing the two demolition bid packages and Mr. Boyer commented that no bid was received from PRIMCO. Mr. Sermersheim responded that PRIMCO may be a subcontractor under both of the present bidders. He then asked Mr. Tim Martin directly if PRIMCO would be under subcontract to his company, Martin Enterprises, Mr. Martin responded no. He said his company would do all the work itself, except for the sawing which would be subcontracted to Indiana Concrete Sawing & Drilling.

Mr. Sermersheim asked by what method would Martin be removing the concrete structure. Mr. Martin responded with "ball, sawing, backhoe, hammers", etc. Mr. Sermersheim asked if the "PacMan" was therefore out of the question and Mr. Martin concurred, stated he would not be using that piece of heavy machinery.

After confirming with Mr. Fletcher that the Martin bid specifically was open for discussion, Mr. Sermersheim questioned Martin's requirements for two lanes on Calhoun Street to be closed for the project duration. Mr. Martin clarified that two lanes on the east side of Calhoun will be closed but that Martin would maintain traffic flow on Calhoun (leaving two lanes open for north/south traffic). Mr. Sermersheim acknowledged (and informed Commissioners) that Calhoun may have to be completely closed temporarily while the big crane is moved into place but only from Columbia to Superior Streets.

Mr. Sermersheim asked if the sheeting that Martin will put up (on north side of site) can stay up, if necessary, longer than the contracted four months should the general contractor need it. Mr. Martin said yes, but could not quote how much in additional cost that would be since it would depend on the length of time. He did clarify that installing, maintaining, and removing the sheeting for four months was included in the base bid that was presented to the Commission.

Mr. Fletcher asked if Martin leased the sheeting it puts up and Mr. Martin said no, the company has its own.

Mr. McElhoe asked if the base bid included any Saturday work. Mr. Martin replied no, but he may run two shifts in order to meet the demolition deadline. He stated no Saturdays, no Sundays, and only one holiday would be involved during demolition. Mr. Fletcher reminded the Commissioners that the deadline for completion of demolition is June 16, 1995, which gives Martin approximately six to seven weeks to complete work.

Mr. Fletcher stated approval of this Resolution today would be SUBJECT TO entering into a development agreement May 3rd with the County Commissioners. Said agreement would commit the County to funding half of the total expenditures for the demolition and construction of the parking garage, plus handicap ramp costs and repair/replacement of the plaza membrane. Mr. Fletcher said the development agreement could not be executed until May 3rd, however, because the County's remonstrance period (for its source of financing) was not over until May 2nd.

Also on May 3rd, after execution of the agreement with the County, Mr. Fletcher stated he will issue the Notice to Proceed (with demolition) to Martin Enterprises for May 4th. He also mentioned Mayor Helmke is arranging a groundbreaking ceremony for the 4th, so he advised Mr. Martin to be prepared to have some equipment onsite as of the morning of May 4th.

Mr. Martin spoke then, explaining he plans to first sawcut the area where the walkway connects to the plaza. Then Martin will "hammer" away the concrete from that point. Mr. Sermersheim asked if there was any possibility of "dropping" that walkway by the first weekend and Mr. Martin said no, that would be too soon. Mr. Sermersheim acknowledged crews were not going to be working weekends but that dropping the walkway by the weekend would minimize the impact on deliveries to the building, since deliveries use the ramp directly underneath that walkway.

Mr. Fletcher stated he spoke with Joe Squadrito, County Sheriff, about his needs during the demolition phase. Mr. Fletcher said Mr. Squadrito has talked about a 5-day complete shutdown and prefers a 5-6 day lead time to allow for planning. There are approximately 50 people in County Lockup presently and they must be fed and housed in the basement of the City-County Building. The Sheriff will need some planning time to work out the logistics of what he's going to do with them, i.e. move some/all, etc. He would also like to start on a Monday and end on a Friday as far as the shutdown.

Mr. Sermersheim wanted Martin to touch on security measures he plans to use for the site. Mr. Martin stated he would be using fencing, barricades and sheeting to "corral" the corners of the site. There would be street barricades on the east and west sides as well as streetside, and a combination of everything on the back (north) side by the railway. He will maintain an average of five-foot fencing or sheeting around the site or "whatever it takes" to secure the site. Additionally, Martin will stay completely off Clinton Street. There will be no traffic flow impact, equipment installation or removal, etc. from the Clinton Street side of the site.

Mr. Fletcher stated briefly then that sizing the bond issues (Commission and County) would occur in June, after the Commission receives bids for the construction phase of the garage. Within a few days of receiving those bids, the Commission will issue its bond to generate the amount needed to fund its half of the project costs.

At this point, Mr. Sermersheim and Mr. Lindsay completed their review of the two bid packets received for the demolition of the existing parking garage structure and found no technical problems with either bid. Mr. Fletcher stated that he recommended

selecting Martin Enterprises as the lowest and best bid. Mr. Hill motioned to approve awarding the contract to Martin Enterprises and Mr. McElhoe did second. Resolution 95-33 passed unanimously.

OTHER BUSINESS

Mr. Fletcher commented that he and Mr. Boyer were still hammering out the final development agreement between the Commission and the County Commissioners, as well as the Horizontal Property regime document itself. Mr. Boyer gave the following update:

In concept, the Horizontal Property regime has been approved by both the City and County attorneys. However, the County has decided to provide its funding by a lease-purchase arrangement. It will create a building corporation initially and transfer the real estate ownership to it until the end of the lease period. At the end of the lease, ownership will revert to the County. At this time, the Condo Association will be created to operate and maintain the garage structure. The City will then transfer its portion of owned real estate to the Condo Association when the County does the same.

Mr. Boyer stated that the development agreement is in the final stages of fine tuning and he should receive it back from the County attorney soon.

Mr. Fletcher stated that there is existing parking underneath the plaza area beginning one foot north of the City-County Building itself and said parking area is owned by the City. In the past, he stated, there have been problems between the City and County over who owned what and who was responsible for what maintenance, etc. Supposedly, there were changes to the original agreements between the City and County clarifying these issues, but no one can find written documents to back up the County's claim. Mr. Fletcher stated, therefore, that the best way to solve these problems is to include said parking area (under the plaza) in the new Condo Association ownership, right along with the new parking structure. This would remove the political divisiveness experienced in the past on funding and approving regular maintenance of the City-County Building parking facilities.

Mr. Powell asked what the member makeup will be for this parking garage condo association. Mr. Boyer responded that it will consist of seven members, three selected by the City, three selected by the County, and one chosen by the first six members. If the six members cannot agree on the seventh member, that spot will be filled each year by the City or County on an alternating basis. Mr. Boyer commented he and Mr. Fletcher had lobbied the County to keep the association at a more efficient five-member number. However, the three County Commissioners wanted to seat themselves on the association, a condition which would prevent any possibility of "political balance" within a five-member association.

Mr. Sermersheim asked if it was a given then, that the three Commissioners themselves would occupy the County seats on the seven-member association to which Mr. Fletcher responded yes. Mr. Fletcher also commented that the City had not yet decided who would fill its seats, possibly a City employee or an "outside" person may be included.

Mr. Sermersheim also asked if the association would hire a manager. Mr. Boyer stated one would be hired and the manager's compensation would be a flat fee contract. Taxation restrictions on the project bonds require a flat fee payment, otherwise the bonds could be labelled "private activity bonds". Any action taken by the City or County which would cause the bond to be labeled as such, would violate the covenants of the issue, covenants to which the City and County are legally bound.

Mr. Boyer stated an operational manager is necessary to set and keep the budget, subject to board approval. It will also keep the maintenance of the facilities with an "impartial" third party, hopefully eliminating any political sideshows from the day-to-day operations.

Mr. Fletcher updated the present temporary parking arrangements for users of the existing parking lot during the new garage construction. He stated the public will park across Clinton Street, behind Freimann Square. People who parked in the garage "basement" have been moved to the Summit East Parking Garage, courtesy of Lincoln Life. Parking in and around the Seat Cover Charlie area at Clinton and Superior would be maximized, and spaces at the Old Armory building were already leased by the Commission (in exchange for striping those spaces).

Mr. Fletcher brought up the question of where to meet for future Commission meetings since the demolition will make parking at the City-County Building even more scarce. After some discussion of offsite meeting places, the consensus was to take it under future consideration after checking into some places.

Mr. Sermersheim wanted to commend the Commission for taking the step of demolition prior to knowing what the cost was going to be to put up the new garage. He said not too many people would do that.

Mr. Boyer commented on the wide discrepancy between Martin and Ness's bid, stating usually Ness was on the low end of bids estimates. Mr. Sermersheim said that this job was a little bigger than Ness was accustomed to bidding on. Also, Ness may have included use of the "PacMan" which would push costs up considerably.

The Commissioners discussed further aspects of the demolition/construction of the garage, Martin's recent experience on Mr. Sermersheim's parking garage project in W. Lafayette at Purdue University, and the disclosure by Mr. Fletcher that Calhoun Street may be temporarily designated a one-way street north for the duration of the project. It was discussed as to how the Calhoun Street changes will impact the businesses located in that block along there. Mr. Sermersheim also stated he hoped that the street parking would be eliminated as it would make truck movement in and around the project site much easier. This would only involve three streetside parking spaces.

Mr. Fletcher asked how the Commissioners wanted to handle the execution of the actual agreement between itself and the County Commissioners (regarding paying half the construction/demolition costs, etc.). Did they want to be called to another meeting and vote on approving it? Or did they prefer Mr. Fletcher and Mr. Boyer to work out the details and get a copy of the final draft to each Commissioner by May 3rd? Mr. Fletcher stated he would then call each of them individually to discuss the agreement and then, with the Commissioners approval, sign said contract. Those Commissioners present opted to have Mr. Fletcher and Mr. Boyer iron things out and simply fax/deliver a final copy to them, thus eliminating the need for another special meeting.

Mr. Hill's only concern with the agreement is that it include some provision for maintenance. The garage must be maintained regularly to avoid the situation that the existing garage fell into. Mr. Boyer commented that was what the condo regime was really all about, an entity to insure maintenance would be properly performed and on a timely basis.

Mr. Sermersheim asked if the manager would be responsible for budgeting the money for maintenance and actually getting it performed. Mr. Boyer replied yes, it would be under his contract to insure said maintenance was completed. It is anticipated that sufficient income will be generated through parking garage user fees to cover all

expenses. However, some expenses may still need to be funded through assessments per space to unit owners (City and County).

Mr. Hill stated that at one point, maintenance costs were going to be put into the bond issue. Mr. Boyer stated there was enough in the bond issue already, with capitalized interest and debt reserve requirements.

Mr. Sermersheim remarked the new garage should be a self maintaining project if fees are scaled appropriately. For budgeting purposes, he stated most of the maintenance costs will not occur within the first five years, rather expense payouts may begin from five to seven years. However, everyone agreed accumulation of capital for those future expenditures must begin immediately in order to be properly prepared financially when costs do begin to occur.

Mr. Fletcher brought up the fact that City and County employees will start being charged to park in the new garage. The parking garage board will address how much to charge the general public and the employees, as well as other issues. There was some discussion among those present as to employee abuse of the present metered public parking area, and that the City (and County) were losing revenues from paying customers. However, the option of installing a "gate" in and out of the new garage will circumvent that type situation from occurring since if employees chose to park in the new garage, the full hourly fees can be collected.

Mr. Sermersheim asked if there was any general public sentiment as far as parking rates versus what the market rate is downtown? He stated he wouldn't think the public would want to see government competing with the private sector market by having rates too low. Yet the public wouldn't want prices too high either.

Mr. Boyer pointed out that City Council already is concerned about charging too much to the public since it "already paid for the building once". He said he attempted to clarify for them that the parking fees were collected to fund ongoing maintenance of the facility, not to build it. Mr. Sermersheim concurred, stating that parking fees are used to pay for maintaining the garage and labeled those fees as a type of "users tax".

Mr. Hill asked if this meeting was adjourned and Mr. Fletcher stated he had nothing else for discussion.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III, Secretary

ADOPTED: June 12, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

**REGULAR MEETING MINUTES
May 15, 1995**

TIME: 4:30 p.m.

PLACE: City-County Building, Room 128

MEMBERS PRESENT: Steven E. McElhoe, Member

MEMBERS ABSENT: John B. Powell, President
R. Steven Hill - Vice President
George F. Simler, III - Secretary
Benjamin A. Eisbart - Member

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

CALL TO ORDER

Mr. Steven McElhoe called the meeting to order and noted there were no other Commission members present and therefore a quorum was not established.

ROLL CALL

Mr. McElhoe was the only member present.

APPROVAL OF CLAIMS

None

APPROVAL OF MINUTES

Since no quorum was present for passage of business action, no Minutes were approved.

OLD BUSINESS

None

NEW BUSINESS

Bid Opening - New City Parking Lot (Clinton & Superior Streets)

Mr. McElhoe opened one bid received for general construction and two bids received for landscaping and irrigation of the new parking lot. The results were as follows:

General Construction

<u>Bidder</u>	<u>Principal Bid</u>	<u>Alt #1</u>
Wayne Asphalt	\$426,411	\$ 10,500

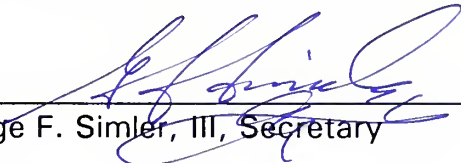
Landscaping and Irrigation

<u>Bidder</u>	<u>Principal Bid</u>	<u>Alt #1</u>	<u>Alt #2</u>
Leepers Lawn Service	\$ 67,700	\$ 5,950	\$ 7,550
Harlow Enterprises	\$ 78,926	\$ 4,400	\$ 7,600

Mr. McElhoe advised those bidders who were present at the meeting that the Commission would review the packets for completeness and award the contracts at the next meeting on June 12, 1995.

The meeting was adjourned with no further discussion.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III, Secretary

ADOPTED: June 12, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

SPECIAL MEETING MINUTES

June 12, 1995

TIME: 4:30 p.m.

PLACE: City-County Building, Room 128

MEMBERS PRESENT: John B. Powell, President
R. Steven Hill - Vice President
Steven E. McElhoe, Member

MEMBERS ABSENT: George F. Simler, III - Secretary
Benjamin A. Eisbart - Member

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

CALL TO ORDER

Mr. John Powell called this special meeting of the Fort Wayne Redevelopment Commission to order.

ROLL CALL

It was noted for the record that all Commission members were present except Mr. Simler who was hospitalized, and Mr. Eisbart.

APPROVAL OF CLAIMS

Mr. Powell asked for a motion to approve the April 1995 Claims. Mr. Hill motioned for approval and Mr. McElhoe did second. The motion passed unanimously.

APPROVAL OF MINUTES

Mr. Powell asked for a motion to approve the April 17 Regular and Executive Meeting minutes, the April 27 Special Meeting minutes, and the May 15 Regular Meeting minutes, all in the year 1995. Mr. McElhoe so motioned, Mr. Hill did second, and all Minutes were approved unanimously.

OLD BUSINESS

Resolution 95-29

Approving a change order to the Mergy Construction contract

The Commission had discussed this change order at the April 17, 1995 meeting but the Resolution had been withdrawn so Mr. Fletcher could meet with the contractor onsite.

Today Mr. Fletcher briefly discussed that the problem had been with some additional asphalt put into the project that became a "gray area" matter as far as the original construction drawings. In looking at the site and reviewing the project, Mr. Fletcher said he did not approve the total additional amount requested by the contractor but did approve additional payment of \$2,566.53 for work he felt was warranted. He

recommended approval of Resolution 95-29 therefore, and also stated that this final payment would close out this particular contract on the project.

Mr. Hill motioned to approve said Resolution and Mr. McElhoe did second. The motion passed unanimously.

NEW BUSINESS

Bid Opening - City-County Building Plaza Parking Garage Construction Contract

The Commission received three bids for the construction contract for the new City-County Building Plaza Parking Garage and Mr. Powell opened each sealed bid with results as follows:

	<u>Hagerman Construction</u>	<u>Weigand Construction</u>	<u>Irmscher, Inc.</u>
Base Bid	\$ 4,532,000	\$ 4,595,000	\$ 4,650,000
Alternates #1	23,000	24,500	30,307
#2	32,000	22,600	22,503
#3	(15,800)	(11,000)	(11,502)
#4	(18,500)	(13,000)	(14,012)
#5	(7,200)	(5,400)	(6,551)
#6	(18,000)	(17,000)	(31,368)
#7	no bid	no bid	no bid
#8	1,350	1,500	1,333
#9	600	700	602
#10	6,700	6,700	6,655
#11	<u>13,800</u>	<u>13,800</u>	<u>13,760</u>
Total	4,609,450	4,664,800	4,725,160

After Mr. Lindsay and Mr. Sermersheim of Contech Engineers, Inc. reviewed the packets for submission of all other required bid documents, all three bids were declared valid and acceptable for consideration.

Mr. Powell announced initially that the Commission would review said bids further and award the contract within a few days. However, after conversing quietly with Commission attorney Dave Boyer, Mr. Fletcher asked that the Commission finish the remainder of the business on the Agenda while he met with Mr. Sermersheim. This would allow him to discuss if, and how, he wanted to make an award recommendation to the Commission.

Mr. Boyer also stated that to accommodate further discussion of the construction bids, the Commission could move to recess, reconvene in another room, and finish the contract/bid discussion at that time, thus opening up the option of awarding a contract before the meeting adjourned that afternoon.

With general agreement from those Commissioners present as to this course of action, Mr. Powell proceeded with new business.

Resolution 95-34

Approving an intergovernmental agreement with the Allen County Board of Commissioners to develop a condominium parking garage

Mr. Fletcher explained briefly that this contract reflected the County's agreement to joint venture with the Commission on building a new City-County Building parking garage, developed as a four-unit condominium structure. Highlights were that the County agreed to reimburse the Commission for one-half the costs associated with demolishing the existing structure, constructing the new garage in its place, and completing other additional work which has been determined by Contech Engineers to be necessary to properly complete the project. Said additional work included repairing/replacing part of the plaza membrane, construction of a temporary handicapped access ramp, possible construction of a permanent handicapped access ramp, any asbestos abatement, and possible repair/replacement of the emergency generator and its fuel tank.

Mr. Fletcher stated the Agreement also included provisions to create a Condominium Association and asked Mr. Boyer to comment on that subject.

Mr. Boyer explained that the County will first convey its half ownership of the land under the parking garage to a building construction company that will "build the building" and lease it back to the County. Once this lease purchase obligation with the building company was paid off, the County would then transfer ownership to the Condo Association.

Mr. Boyer stated that the City would also be transferring its half ownership of the land beneath the parking garage to the Condominium Association as well, once the County has transferred its half. This land transfer by the City would be in exchange for supposed monies owed to the County for maintenance of the existing garage and the City-County Building.

Mr. Boyer further explained that the County and City would be represented equally on the Association with three members appointed by each entity and a seventh, tiebreaking member selected by the appointed six members. He said the County Commissioners originally resisted including a tiebreaker member but they did finally consent to one. If that seventh member could not be selected by the first six, then that member seat would be filled by the City or County appointee on a yearly alternating basis.

The Condo Association, according to Mr. Boyer, will be set up early in order to allow for budgeting by the City and County for condominium (maintenance) fees they will be assessed, and to also interview for an operations manager, etc.

Mr. Boyer went on to say he was, however, unable to negotiate a "tiebreaker voter" for the Commission and County agreement regarding decisions affecting the actual construction of the garage. He stated it is truly a joint venture and if problems come up during construction there will be no tiebreaking entity to prevent any stalemating, etc. Mr. Powell said he felt the parking situation itself would serve a "tiebreaker" influence because the parking problem will force both sides to make timely decisions.

Mr. Powell questioned if the City owned the existing parking garage or just the land under the parking garage. Mr. Boyer responded that the City owned just the land under the garage. He went on to say the original executed agreement called for the

parking garage to be managed just like the City-County Building. Over the years, the County has insisted that the City was supposed to manage the parking garage and the County the building. Mr. Boyer said he asked for the written documentation to support this claim and the County could not provide it, stating that the agreement was verbal with "so and so" and was never changed in writing. Mr. Boyer and Mr. Fletcher both stated this garage management dispute is the reason it has been such a long, drawn out procedure just to get to this point in the garage project.

With no further discussion, Mr. Hill motioned to approve Resolution 95-34 and Mr. McElhoe did second. The motion passed unanimously.

Resolution 95-35

Approving a change order to the Brooks Construction contract

Mr. Fletcher stated that Brooks was putting in the trees for the City Center site as per the City Center sidewalk contract and found that a basement wall from the G. C. Murphy building was still in place. Evidently Murphy & Associates had not taken the wall out completely during demolition. This Resolution addresses the additional work required of Brooks to remove a portion of the top of the buried wall in order to get the trees properly planted.

Mr. McElhoe motioned for approval and Mr. Hill did second. The Resolution was adopted unanimously.

Resolution 95-36

Ratifying and approving Change Order Number 3 to the ATEC Associates, Inc contract awarded by Resolution 94-41

Mr. Fletcher briefly explained that due to pressure to start Headwaters Park construction and to accommodate the Germanfest and Three Rivers Festival, the soil from the Hubcap Express site that was being remediated on the Old Fort parking lot must be moved. He stated that the "clean" soil on top must be raked off and placed in a separate area and the remaining contaminated soil under remediation had to be moved to another newly constructed (by ATEC) containment cell.

In response to Mr. Hill's question, Mr. Fletcher outlined on the Headwaters Park map approximately where the clean and remediating soil would be placed. He pointed out an area just north of the former National Auto Radio Service site which is adjacent the Old Fort lot.

This placement of soil prompted Mr. Fletcher to touch on a part of the next resolution regarding the site preparation itself of the former National Auto Radio Service parcel. He stated the Commission most likely would pass the following Resolution (95-37) which would approve the payment of \$5,200 to Martin Enterprises to improve said lot, including grading, hauling in gravel, and compacting. This work is necessary to accommodate Germanfest/Three Rivers Festivals and to provide temporary parking for City employees during the future construction of the new City parking lot at Superior and Clinton.

However, Mr. Fletcher stated, the Germanfest people were not "happy" with just a gravel surface and evidently the festival's insurance company wanted the lot paved for liability purposes. At no expense to the Commission (yet), the Festival organizations did have the lot paved at a cost of about \$17,000.

Mr. Fletcher stated he anticipated the Festival organizers would ask the Commission for some reimbursement of the \$17,000 paving cost, and indeed, they already have. Mr. Hill asked if they (the Festivals) were 1) going to have to pay to tear up the pavement and 2) if so, are they planning to ask for money then too? Mr. Fletcher responded that 1) they would have to, and 2) he hoped they wouldn't ask (for more money). Mr. Hill also asked if the City was charging the Festivals any rent to use the property and Mr. Fletcher said no.

Lastly, Mr. Fletcher stated that City employees would be able to use the paved lot for temporary parking during the construction of the new city parking lot which may take approximately 90 days to complete.

Mr. Powell brought the discussion back to Resolution 95-36 by asking for clarification as to why it was taking so long for the contaminated soil to remediate, in essence, alluding to all the extra expenditures that will be incurred by having to move dirt again, build new cells, etc.

Mr. Fletcher explained that this method of remediation chosen by the Commission was the least expensive of all options presented to it. However, there are a lot of factors that affect how fast remediation can occur, weather being a big one. The soil needs sun, dry weather, and tilling in order for the biochemical process to work best and Mr. Fletcher pointed out that this spring has been pretty wet so far. Because of the substantial influence of weather on the process, the soil "farming" method does not guarantee adherence to a time frame dictated by man. Mr. Fletcher estimated, in response to Mr. Hill's question, that it will be another two months until remediation is complete, IF the weather cooperates. He also emphasized that remediation has to occur somewhere on the site of Headwaters Park since that was the remediation plan submitted and approved by IDEM (Indiana Dept. of Environmental Management).

Mr. Powell asked for clarification as to what the other options were that the Commission considered at that time. Mr. Fletcher stated the other two options both involved moving the contaminated soil offsite. One option proposed hauling the contaminated soil to a plant to be recycled at a cost of over \$100,000. The second option was to haul the soil to a dump also at a cost of over \$100,000. The only important difference in the latter was that the Commission would not have been liable for the dumped soil after disposal as it would have been with the recycling method.

Mr. Fletcher stated the method chosen (soil bioremediation) was the least expensive, but obviously one where it was more difficult to control the remediation time frame. He stated if at some point in the future, the Commission has run out of time, it may decide to pay to have any remaining soil removed and required remediation obtained by other methods.

Mr. Hill motioned to approve Resolution 95-36 and Mr. McElhoe did second. The Resolution passed unanimously.

Resolution 95-37

Approving change order Numbers 1, 2, and 3 to the Martin Enterprises contract awarded by Resolution 94-43

As previously stated, Mr. Fletcher explained that Martin Enterprises had to move the soil on the Old Fort parking lot so that Headwaters Park could commence construction in that area. Martin quoted a flat fee of \$9,500 to move all the clean and

contaminated soil to their newly designated respective areas, a cost that works out to approximately \$5.27/cubic yard. He said that figure compares favorably with \$6.30/cubic yard which was the cost to move the soil to the Old Fort lot the first time.

Mr. Fletcher stated the second change order involved Martin demolishing some improvements along the east side of Barr Street, improvements formerly associated with the Historic Fort Wayne site. In response to Mr. Powell's question, Mr. Fletcher stated the Headwaters Park Commission could not find a way to incorporate the Old Fort's Visitor Center or concrete steps to the river, etc., into the design for Headwaters Park and therefore requested the demolition. This work was not included in Martin's initial contract for Headwaters demolition, but was additional. Martin Enterprises submitted a quote of \$9,500 do the requested extra demolition.

The last change order concerned improvements to the former National Auto Radio Service site , improvements which Mr. Fletcher discussed previously under Resolution 95-36. Martin quoted a cost of \$5,200 to do the previously discussed site improvements which included grading, laying down gravel (actually crushed concrete), and compacting. Mr. Fletcher stated these site improvements would serve as the Commission's contributions to the Germanfest and Three Rivers Festivals.

Mr. McElhoe motioned to approve Resolution 95-37 and Mr. Hill did second. The motion passed unanimously.

Resolution 95-41

Ratifying and approving a contract with the Headwaters Park Commission

Due to the construction on Phase II of Headwaters Park, truck access from Barr Street to Tri City Automotive Warehouse located just south of the St. Mary's River, was discontinued. Therefore, to accommodate Tri City and another small business in that location, a temporary road will need to be constructed to allow truck access from Clinton Street instead to serve these businesses until such time as they relocate, which is estimated to be around October 1, 1995. The location of the temporary road would be the closed portion of Barr Street that runs east/west from Clinton to the river and just north of the business location.

Mr. Fletcher stated that Martin quoted a price of \$6,200 to build said temporary road. However, a lower quote was received by the Headwaters Park Commission through its construction bid (for Phase II) as an alternate. Mr. Fletcher stated that quote came in at \$3,500. Therefore, the contract to build the temporary road will be executed through Headwaters Park, not the Redevelopment Commission, so an appropriate agreement should be executed between the two entities.

Mr. Powell asked if this new road would be permanent and Mr. Fletcher stated it would not, that it would be torn up after the businesses relocate.

Upon a motion by Mr. Hill and second by Mr. McElhoe, Resolution 95-41 passed unanimously.

At this point in the meeting, due to time constraints, Mr. Fletcher requested that the meeting recess for a short time and reconvene in another room. This would allow him to confer briefly with Mr. Sermersheim on the status of the bid packages, etc. and allow for further discussion of the City-County Building Parking Garage construction bids by the Commission. Mr. Hill motioned to recess and reconvene in Room 810 and

Mr. McElhoe did second. The motion passed unanimously and the meeting moved to Room 810.

The meeting reconvened in Room 810 with some general discussion of the three bids received. Mr. Fletcher commented that "everything looks fairly clear" and asked Mr. Sermersheim to go over the bid tabulations.

Mr. Sermersheim began by clarifying that some of the figures heard when Mr. Powell read aloud the bid proposals were "add" alternates or additional work requested. Therefore, if the "add" alternates were accepted, those dollar amounts would be added to the base bid to reflect the additional work. The add alternatives were #1, 2, 8, 9, 10, and 11.

Conversely, Mr. Sermersheim stated that some of the alternates were "deducts", or amounts to deduct from the base bid. Specifically, Mr. Sermersheim pointed out that Alternates #3, 4, 5, and 6, (no one quoted #7) were the "deduct" figures and were specifications of design or material that were desired, but expendable (at no risk to quality) should the bid quotes came in too high. The Commission could opt to "deduct", or remove these items from the base bid in order to bring the project within budget.

However, in reviewing the three bids received, Mr. Sermersheim stated all bid figures were well in line with his initial estimates. Therefore he would recommend the Commission accept all of the add alternates and NOT accept all the deduct alternates. He stated this accept/not accept recommendation would also not affect the outcome of the bid tally because Hagerman Construction, who submitted the lowest base bid quote, was still lowest bidder after total bid amounts were tallied.

Mr. Sermersheim went on to explain, clarify, and comment on each "add" alternate as follows:

- #1 Basically an "upgrade" in the quality of concrete to be used in the basement level. This upgrade would put the basement level on the same plane as the concrete used in the upper structures. The original basement concrete quality was good but this alternate brings it up another notch in durability and strength. This alternate was "a good buy" at the bid quote of \$23,000.
- #2 A concrete protective sealer, applied by sprayer, on all decks, driveways, etc. Comes with a five-year written warranty on the base bid. In response to questions from the Commissioners, Mr. Sermersheim stated it would be an ongoing maintenance item and that the level of wear and tear (traffic, UV rays) in various areas of the garage would determine how soon sealer maintenance would start. He stated it could be five or even ten years before any maintenance is required.
- #8&9 Applies to the TV conduit hook-ups (installation) to accommodate the media. A plug-in will be available on ground level for microphone/interview (audio?) and a plug-in will be on the roof for the satellite dishes. In response to Mr. Hill's question, Mr. Sermersheim stated the TV people will be responsible for maintaining the hook-ups, satellites etc., not the City.
- #10 Adding an automated push-button door operator to the doors leading into the elevator stair tower. This option accommodates access for the handicapped. Mr. Sermersheim stated this item is not required by Code but is highly

recommended and usually very well received by the whole community as valuable and beneficial addition.

- #11 Adding an emergency telephone system to the garage. Located in the three stairway areas of the garage, the system would be a 911 interface to the present City/County emergency communications system. It would provide communication to the County's or City's 24-hour operator.

Mr. Hill asked for what Alternate #6 was. Mr. Sermersheim responded that Alt. #6 was a deduct that involved eliminating the concrete decorative mullions on the north side only of the garage (all four corners of the garage will pick up the same type of architectural mullions that are on the City-County Building itself).

Mr. Sermersheim reported the total bid tallies, including all "add" alternates, for the three bidders were: Hagerman - \$4,609,450 (lowest); Irmscher - \$4,725,160; and Weigand - \$4,664,800. The difference in quote price from Weigand (second lowest) and Hagerman was only 1.2% and even between Irmscher (highest) and Hagerman the quote differed only 2.5%. The base bid between all three were very close. Mr. Sermersheim stated these figures indicate the Commission had received an excellent set of well bid quotes from all submitting firms.

Mr. Fletcher asked about the subcontractors submitted under Hagerman's bid and Mr. Sermersheim stated Hagerman would be using good subs for the job. Mr. Sermersheim stated he "got who he wanted" to perform the subcontracting work.


Mr. Lindsay stated the three bid packages contained all the required documentation and were all acceptable bids. Mr. Fletcher then recommended that the Commission award the contract to Hagerman Construction. He stated Hagerman had done several garages already and Mr. Sermersheim added that Hagerman also had the most parking garage experience of the three bidders.

Mr. Hill asked if there was anything missing or present that would preclude awarding the contract today and Mr. Sermersheim stated no. Mr. McElhoe asked if Hagerman was aware of the tight construction timeframe to which Mr. Sermersheim responded yes. Mr. Fletcher commented each bidder had requested that at least a letter of intent to award the contract be issued as soon as possible so the awarded company could begin gearing up immediately.

Mr. Hill then motioned to award the construction contract for the City-County Building Plaza Parking Garage to Hagerman Construction as lowest and best bidder and Mr. McElhoe did second. Mr. Powell clarified that the contract amount awarded to Hagerman would be the base bid plus all "add" alternates for a total amount of \$4,609,450. There was no further discussion and the motion passed unanimously to award said construction contract to Hagerman Construction.

There was no other business to discuss and Mr. Hill motioned to adjourn the meeting. Mr. McElhoe seconded the motion and it passed unanimously.

FORT WAYNE REDEVELOPMENT COMMISSION


Steven E. McElhoe - Acting Secretary
~~George F. Simler, Jr., Secretary~~ xxxxxx

ADOPTED: July 5, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

SPECIAL MEETING MINUTES

July 5, 1995

TIME: 4:30 p.m.

PLACE: City-County Building, 9th Floor
Mayor's Conference Room

MEMBERS PRESENT: John B. Powell - President
R. Steven Hill, - Vice President
Steven E. McElhoe - Member
Benjamin A. Eisbart - Member

MEMBERS ABSENT: George F. Simler, III - Secretary

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

OTHERS PRESENT: Mark Anderson-Project Mgr. - ATEC
Dave Fuller-District Mgr. - ATEC
Rod Wilson - V. President, Summers & Company
Ron Menze - Principal, Morrison Kattman Menze, Inc.

CALL TO ORDER

Mr. John Powell called to order this special meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that Commissioner Simler was absent from the meeting due to recent hospitalization and recuperation.

APPROVAL OF CLAIMS

Mr. Hill motioned to approve the May 1995 claims and Mr. McElhoe did second. The motion passed unanimously.

APPROVAL OF MINUTES

Mr. Powell asked for a motion to approve the June 12, 1995 Special Meeting minutes. Mr. Eisbart motioned for approval and Mr. Hill did second. Said motion passed unanimously.

OLD BUSINESS

None.

NEW BUSINESS

Presentation by Morrison Kattman Menze - the Jefferson House

Mr. Menze introduced himself as a principal with the architectural firm Morrison Kattman Menze and also as a partner in the corporation G.D.R., which actually bought the former Jefferson House from the Commission recently in March 1995.

His firm was ready to begin the renovation of said building and since the property is located in an Urban Renewal Area and subject to the terms of a development agreement, Commission review and approval of the development plans was necessary.

To bring the Commission up to date on progress since the acquisition, Mr. Menze stated that before work on the building could physically commence, the firm had to gain approval from the Indiana Dept. of Historic Preservation for certified Historic Rehabilitation Tax Credits. That application was approved on June 12th and since then, Morrison Kattman Menze has accomplished the roof repairs, reworked the elevator mechanics to get it up and running, and begun mortar and tuckpoint work on the exterior. The tax abatement application was being processed presently through City Council (and was subsequently approved). Also, the firm has added another 1 ½ persons to its staff due to increased business.

Mr. Menze proceeded to show the Commissioners a scale model of how the first floor will look if the present development plans are approved by the Commission. He commented that the facade on Wayne Street will not be touched due to its historic status. The first floor is planned for eighteen (18) people in an open cubicle concept with the common denominator being a curved interior wall that also increases and decreases in height throughout its length. Mr. Menze stated this concept also allows the "big bucks" to be spent up front on finishes in the reception area. There will also be a large conference area, small conference room and waiting area, and the reception area will have a fixed wall behind it to help screen the view of the back offices.

The tin ceiling will be restored and/or replaced. The decorative elevator lobby, accompanied by the original design of an opened stairway adjacent to it, will be accented by including it within the design of the small conference area nearby.

Mr. Menze commented, in response to Mr. Powell's question, that the firm has documented each step of rehabilitation through photographs, which also is required as part of the historic tax credit program. He also clarified for Mr. Powell that "restoration" was not necessarily required to maintain eligibility for the tax credit program but that rehabilitation could not "damage further" any historical aspects/materials, etc. of the building.

Mr. Kravig asked if the model was accurate as to the restoration of window openings etc., especially on the alley. Mr. Menze responded yes and further, that all the windows presently "open" would be kept. However, the bricked openings at the back of the building (windows/door) would remain closed for security and safety reasons even though, historically, these were once open. He also added that a new door opening would be added near the back parking area (west side).

Mr. Fletcher asked if the building on the west side had been taken down yet to which Mr. Menze responded no. Also, Mr. Menze stated that the Redevelopment Commission has a large street statue, several broken tree grates, and two signs stored in the building itself. He indicated that dumpsters would be on the property

the following Monday and the building would be completely cleaned out starting then. He wanted to be sure the Commission removed its items as soon as possible since work would commence next week on construction and anything left in the building would be disposed of.

Mr. Powell asked when Mr. Menze anticipated completion of the first floor phase. Mr. Menze said that according to the firm's contractor, if construction does start on time as of next week, completion is scheduled for the end of September. Mr. Eisbart asked who the contractor was and Mr. Menze stated that the job had been bid out and that Hoeppner Construction had won the bid. He stated his company has worked with Hoeppner before and had always had a satisfactory experience. He was pleased with the selection.

With no other questions or discussion, Mr. Powell asked for a motion to approve the proposed development plans as presented by Mr. Menze. Mr. Eisbart so motioned for approval and Mr. Hill did second. The motion to approve the development plans passed unanimously.

E. Main Street Discussion - (no presentation by ARCH)

Ms. Janet Nahrwold was unable to attend the meeting but some discussion ensued as to recent media publicity concerning the three houses on E. Main Street. Mr. Fletcher passed around a recently published Letter-to-the-Editor from the News Sentinel that he wanted the Commissioners to be aware of. Mr. Fletcher remarked that the letter basically "bashed" the Commission for supposedly not backing the historical preservation of these houses. Mr. Eisbart commented he thought he saw a similar story headline in the News Sentinel paper that very afternoon and Mr. Kravig concurred, stating he had seen the headline but had not read the story yet.

Mr. Powell commented that he thought it might be appropriate, since the article asked questions directed at the Commission, to respond to it publicly in some way. Mr. Fletcher stated he was usually reluctant to respond to "these types of things" because he felt it only fueled the media fire, or prolonged the attention. However, Mr. Fletcher stated a response could very well be formulated if the Commission thought it worthwhile. In response to Mr. Powell's question, he saw no reason, nor pending reason, why it would be best NOT to respond. He also stated that no one from the media has contacted him regarding the situation to date. Mr. Fletcher mentioned he would be doing an interview with Channel 39 the following day and possibly some questions may come up then. But to his knowledge, that was not the express purpose of the interview.

At this point, Mr. Eisbart voiced his opinion that, indeed, the Commission has supported more historic preservation than the editorial gave it credit for. He stated that perhaps it would be appropriate for the Commission to coordinate with the City's PIO (Public Information Officer) to at least make known the positive historic preservation the Commission has been involved in and to "correct" the negative tone imparted by the article.

There was no further discussion on the E. Main Street preservation effort.

Presentation by ATEC - Hubcap Express Soil Remediation

Mr. Dave Fuller, District Manager for ATEC and Mr. Mark Anderson, Project Manager for the Hubcap Express soil remediation, were introduced. Mr. Anderson gave the overall presentation which was to clarify the course of action ATEC has taken, from inception to date, regarding the Hubcap Express site/soil remediation process. Mr. Anderson also fielded questions from the Commissioners.

Initial investigation of the Hubcap Express property being purchased for Headwaters Park revealed evidence of soil contamination. ATEC had done the initial investigation and submitted a proposal for remediation of said property. Highlights of the progression of work outlined by Mr. Anderson are as follows:

Once it was known that contamination existed on the Hubcap Express site, ATEC had to submit a Corrective Action Plan (CAP) for remediation to the State (Indiana Dept. Of Environmental Management - IDEM) for approval. This CAP outlined the proposed scope of remediation for the site which included excavating the soil, treating it onsite (had to be somewhere on the Headwaters Park site), and monitoring the groundwater.

The State approved the CAP around February of 1994. However, the Commission experienced delays in completing land acquisition (per Mr. Kravig) and delays in reaching remediation agreements with prior owners of the site(s). Therefore, the actual remediation work was not authorized/approved by the Commission until August of 1994. Mr. Anderson stated when ATEC presented its initial proposal to do the site remediation work, it anticipated remediation to begin in April 1994, just as the warmweather season was beginning. Instead, the remediation was just beginning at the start of cool/winter weather.

The Commission approved ATEC's contract but at a reduced price of \$43,300 (versus \$60,900 as proposed). This was due to the selection of Martin Enterprises to excavate the soil from the Hubcap site (since Martin was already onsite due to ongoing demolition work in Headwaters Park) and transport it to the Old Fort parking lot across Clinton Street. With ATEC overseeing the excavation work, Martin moved 2100 yards of contaminated soil onto the Old Fort parking lot and into six containment cells, or "piles" that Martin had built. Mr. Anderson reminded the Commissioners that some contaminated soil had to be left on the Hubcap-specific site because of the inability to excavate under Calhoun and Clinton Streets, which bordered the site on the north and east respectively.

After excavation, ATEC proceeded with soil sampling, incorporation of nutrient/bacteria into the soil (to enhance not only the production of the natural "hydrocarbon digesting" bacteria in the soil but its action as well), and soil turning and tilling (aeration). This work was done over the next 3-4 months, with intermittent sampling for evidence that remediation was indeed occurring. The December/January '95 samples did show some improvement in the levels of soil contamination, but due to the cold, wet, winter weather, remediation was far less than it would have been during the spring/summer months.

In January (1995), the State requested bacteria be added to the soil left behind at the specific Hubcap Express site. After reviewing samples of soil

left at the site, IDEM required the Commission to remediate this remaining soil as well, work which was over and above the initial scope of the CAP requirements. ATEC then installed injection and groundwater monitoring wells, injected bacteria, and oversaw the installation (by Martin) of an artificial sand aquifer before the site was backfilled.

ATEC also explored other options available to the Commission, namely taking the soil to a landfill, pursuing the "cold-mix Asphalt" process of mixing the soil with asphalt to be used in road paving, or "thermal desorption." All three were very cost prohibitive (\$75,000-150,000). It was at this point that the decision was made to concentrate on continuing the bioremediation efforts as the least expensive remediation method. ATEC continued to turn/till the piles to try and get the hydrocarbons to "volatilize" or chemically break down into simpler carbon chains which would then allow evaporation to take place.

In February, with soil samples still showing little remediation, it was approved by the Commission to skim off the top six inches of clean soil from selected piles and stockpile that soil somewhere onsite. The remaining soil was spread thinner, requiring that another containment cell be built, and then covered with plastic.

Also at this time, Mr. Anderson said ATEC was informed that the demolition of the (Old Fort) parking lot was going to start in mid-March. However, by mid-March, sufficient remediation had not occurred. ATEC was then given a deadline of May 1st to get as much of the remaining contaminated soil remediated as possible. ATEC contends that this required the use of more equipment and the expenditure of many more labor hours as ATEC was out every day thereafter (that was sunny and dry) working the soil to help speed up the remediation process. Mr. Anderson remarked that during this last period of working the soil, the remediation process accelerated tremendously, reducing the amount of contaminated soil from a level of 2100 yards in March down to just 600 yards presently. He felt this was due mainly to the warm weather conditions.

In wrapping up, Mr. Anderson clarified that there were several change order requests. The first was in response to the request by the State for additional remediation work over and above the originally approved CAP. This involved installing injection wells, purchasing additional bacteria, etc., and totaled \$7,300. This work was begun in February.

In February, the second change order occurred when an decision was made to remove the top six inches of clean soil from the surface of the piles and to stockpile it in a different area onsite (allowing faster remediation of the contaminated soil still underneath). This change order brought the TOTAL contract amount now to \$64,914.25.

There was a third change order (approved June 12, 1995) totaling \$3,811 to build a containment pile for remaining contaminated soil that had to be moved to accommodate Headwaters Park Phase II construction startup.

Mr. Anderson stated there were some budget overruns costs to date (a specific figure was not delineated), bringing total project cost to \$74,905.72. However, 600 yards remain of contaminated soil that must be remediated in compliance with the CAP. ATEC's present proposal estimates

remediation would be complete for an estimated \$8,700, based on a set number of soil turnings, samplings, bacteria injections, etc. If approved, this last change order would bring the anticipated total project cost to \$83,616.22.

Mr. Hill asked Mr. Anderson how long he anticipated it would take for final cleanup to occur. Mr. Anderson responded he was not sure since there had been no soil sampling since May and the time frame would depend on how much, if any, of the 600 yards had become clean since then. Therefore, Mr. Anderson could not give an unequivocal guarantee, but felt no more than two months if the warm weather continued. He stated he planned to have his final CAP report to the State no later than October 1st (1995).

Mr. Anderson had distributed several handouts to the Commissioners prior to his presentation, one being a Table of averaged soil samplings for a specific contaminant, TPH-GC. Mr. Eisbart asked, in reviewing this table, what was the level of parts per million (ppm) that ATEC was trying to achieve in the soil. Mr. Anderson responded the levels should be 100 ppm or less according to State requirements.

Mr. Eisbart had some questions about who sets this acceptable level of contamination (each individual State does per Mr. Anderson) and the ramifications of leaving the soil at an arbitrary figure over 100 ppm, etc. He also wanted to know if there was any appellate procedure with which the Commission could approach the State for a reduced ppm figure, having shown good faith to date in remediation efforts, etc.

In addressing Mr. Eisbart's questions, Mr. Anderson stated that each individual State sets the acceptable levels for contaminants within its boundaries. As an example, he stated Indiana is one of the most lenient in its standards, whereas Michigan is probably one of the toughest. He also stated that ATEC does, indeed, have clients who are aware they have unacceptable levels of contaminants onsite and yet choose not to clean them up. The ramifications for noncompliance are monetary fines, but if the State does not enforce the fines--nothing happens.

In response to the last question, Mr. Anderson stated there is no procedure of appealing to the State to "bend" its minimum requirements. He also commented that the State is already taking the Commission's good faith into consideration as far as the groundwater situation on the Hubcap site. He stated, for example, that the 16,000 parts per billion (ppb) levels of benzene monitored in Hubcap's groundwater wells is way over the standard level for drinking water which is only 5/ppb. Yet the State has not asked the Commission to remediate this contamination at all (yet), just monitor it.

Mr. Eisbart then asked would it not be cheaper then to just haul the remaining contaminated soil to a landfill instead of treating it? Mr. Fletcher interjected that was an option that ATEC was supposed to be considering. Mr. Anderson responded that the cost for transportation and disposal of 600 yards of soil at a landfill would cost approximately \$36,000. That figure does not include the cost of loading the trucks, nor would this option relieve the City of its liability at the landfill. The City would simply become a "PRP" (Primary Responsible Party).

Mr. Hill asked if any reduced liability would be guaranteed once remediation was complete, since the Commission was pursuing the bioremediation method. Mr. Anderson said the State does not issue any warranties, regardless of remediation

method utilized, unless a company (or the City in this case) enters the voluntary cleanup program. Mr. Anderson did say, however, that by pursuing the bioremediation method, the Commission is avoiding the potential liability associated with landfilling the excavated soil. Moreover, by remediating the soil onsite, the Commission has avoided the relatively costly expense of loading and trucking the contaminated soil out (for disposal) and turning around and trucking new soil back onto the site for use, in this case, in the construction in Headwaters Park. Mr. Anderson expounded that 1) if the soil is remediated onsite, 2) the remediation process is properly documented, and 3) if TPH-GC levels in the soil fall below 100 ppm, then the State allows the soil to remain onsite for use as fill dirt. Mr. Anderson commented it was his understanding that this was one reason the Commission originally chose the bioremediation option, because it would keep the soil onsite and usable.

Mr. Eisbart asked for clarification then, of what exactly will be accomplished by ATEC if the Commission approves its request for additional monies. Will the Commission be guaranteed that the soil is done "remediating" or will there possibly be more requirements--more hoops to jump through? Mr. Anderson stated there can be no guarantee. ATEC's proposal for remaining remediation is contingent on the State approving everything that's been done so far. To date, he indicated, it has.

Mr. Hill again asked when Mr. Anderson thought the soil remediation would be done and stated that he would like to get some type of firm date established, considering present weather conditions. Mr. Anderson stated again, with current weather conditions, he felt two months would be adequate. A final report would be submitted to the State for the CAP, including the groundwater monitoring results.

Mr. Fletcher stated that in ATEC's recent proposal (for remaining remediation), Mr. Anderson limited the work to certain activities. He asked, if in two months these specific activities haven't gotten the job done, will additional activity again be required (and paid for)? Or, will/can ATEC guarantee that the ppm levels will be acceptable to the State, and if they are not, commit to doing whatever it takes to reach the necessary levels?

Mr. Hill asked if ATEC needed to test the soil first to see how much remained to be remediated before Mr. Anderson could answer that question. Mr. Anderson said it would certainly help attain a realistic estimate of time.

Mr. Fletcher commented briefly that at some point, remediation has to be completed. Headwaters Park is already pressuring him to get onto the area of the site where the soil is stockpiled. He was unsure if he could "hold them off" another two months for further remediation.

Mr. Hill still felt the Commission needed to know the status of the remaining soil before any decision be made. Mr. Eisbart agreed. Mr. Anderson stated he could take samples the next day and have results back by Monday or Tuesday of next week.

There was some further general discussion about combining the remaining soil with the asphalt that was to be ripped up by the Festival organization or if the soil could be blended with remaining clean soil and thus lower the ppm figure of the soil overall. Mr. Anderson remarked that dilution of the contamination in that way

to achieve acceptable levels was OK by the State. As long as those levels were under 100/ppm, it would be legally acceptable.

The Commissioners agreed then to direct ATEC to take samples of the remaining contaminated soil and report back to the Redevelopment staff with the soil status and ATEC's proposal to clean up the remainder. Mr. Fletcher could then get with the Commissioners by phone with the results and it could be determined then if a special meeting was needed or not to decide the course of further action.

There was no further discussion.

Resolution 95-47

Amending Resolution No. 95-18, Regarding Issuance of Bonds

Mr. Wilson spoke briefly on the status of the 1995 TIF bond issue that would finance the City's share of the City-County Building parking garage and Court Street Plaza project. He reiterated information previously discussed in Commission meetings such as the bonds would be on parity with the previously issued bonds in the Civic Center Urban Renewal Area (1992 Series A & B). He also stated the new bond would be scheduled to mature between the years 2000-2008 and would be issued at a six (6) percent interest rate. The bond was scheduled to be marketed next week and the Official Statement was in the last stages of final review by Mr. Fletcher, Mark Krcmaric (Bond Counsel) and himself. Mr. Wilson noted that the aforementioned individuals had been searching for ways to reduce the bond amount and that Fort Wayne has a lot of "good local credit". But unfortunately, despite the local credit reputation, Fort Wayne had no national rating. Therefore, it cannot get a Triple A bond rating yet.

Mr. Boyer briefly went over the amendments incorporated in Resolution 95-47. There were only three: 1) amending the First Interest Payment date to February 1, 1996; 2) selecting the Paying Agent and Registrar; and 3) submitting a revised bond principal maturity schedule (which was still being formulated at the present time).

At this point, Mr. Fletcher remarked that three banks were under consideration for the Paying Agent selection, Norwest, NBD, and Fort Wayne National (FWNB). He stated he and Mr. Boyer had gone over each bank's fee proposal to provide the necessary services and felt Norwest and FWNB fee schedules were comparable after considering all the points of each proposal. Each felt NBD had the highest fees.

Mr. Fletcher told the Commissioners that he would recommend the selection of Norwest Bank for several reasons. He said 1) Norwest had submitted competitive fees, 2) that the bank is located in the Urban Renewal Area generating the TIF income to pay off these bonds and therefore the bank will be sharing in the tax burden, and 3) that when the Commission, acting for the City, recently purchased the Historic Old Fort property from the Historical Society, Norwest forgave its \$18,000 lien on the property but FWNB would not. Therefore, it cost the City less money to purchase the Old Fort due, in part, to Norwest, and more money, in part, due to FWNB's refusal to forgive its lien on the property.

With no further discussion, Mr. Eisbart moved to select Norwest Bank Indiana as the Registrar/Paying Agent for the 1995 TIF Bond and Mr. Hill did second. The motion carried unanimously. Mr. Hill then moved to approved Resolution 95-47 in

its entirety, with all amendment provisions, including the selection of Norwest as Registrar/Paying Agent. Mr. McElhoe did second Mr. Hill's motion and Resolution 95-47 passed unanimously.

Resolution 95-38

Awarding a contract to Wayne Asphalt & Construction Company, Inc.

Mr. Fletcher stated this contract was bid a second time this past June (12th). He reminded the Commissioners that the original bid drew three responses. However, some controversy occurred concerning receipt time of bids, and additionally, all three bids were over the Commission staff's cost estimate. Mostly for the latter reason, the Commission chose to rebid the job. This would allow the staff and architect to rework the project specifications in hopes of lowering the cost, and would also allow the Commission to sidestep possible litigation. He then asked Mr. Kravig to expound on the latest bid.

Mr. Kravig explained that the bid project was the construction of the new City parking lot (on the northeast corner of Superior and Clinton). The lot was being built before the end of the year in hopes of alleviating the parking strain which had resulted from construction of the City-County Building parking garage and Headwaters Park Phase II.

The bid consisted of the base bid and one alternate which the staff recommended NOT accepting at this time. Mr. Kravig stated it was a relatively straight forward bid, and only one bid was received this second time around. He said the fact that only one bid was received, as well as that the second bid dollar figure actually exceeded the first, was an indication of how busy the paving contractors are this time of year.

Mr. Eisbart commented that he personally would not accept this single bid for approval because he felt that the Commission was being put into an unfair position. He argued that when business is slow, these companies throw themselves at the Commission "begging" for projects. The Commission tries to work with them during these tougher periods. But when the companies are experiencing an active business period, yet the Commission still needs their participation to keep the bid process fair and competitive, suddenly these companies are "too busy" to bid a project. Mr. Eisbart voiced his concern that he felt this was exemplified precisely by the results of the second bid. Therefore, even though Wayne Asphalt was the low bidder the first time around, and despite the fact Commission staff tried to hone the project specs as leanly as possible the second time, the Commission ultimately wound up the loser in this instance, paying more for a project than it should have to.

Mr. Boyer commented that he had attended a Board of Works bid opening earlier in the day for a contract valued at approximately \$.5 million dollars and of six expected bidders, only three companies actually submitted a bid. He also passed along a comment from the City Engineer who stated that with all the construction going on in and around Fort Wayne, a third asphalt company could be started in the area. Mr. Boyer expressed the opinion that the one bid the Commission received this time around accurately reflected very busy schedules on the part of the asphalt companies, despite the fact the project had been "snakebitten" in the first bid.

Mr. Hill asked what the present construction schedule was for the parking lot. Mr. Kravig stated approximately 60-90 days total construction time with the project

scheduled to begin immediately after Three Rivers Festival ended (July 17th). Mr. Hill wanted to ascertain how much further back in the year's schedule the construction could be delayed if, indeed, a third bid process was decided on. Mr. Kravig stated pushing the start of construction back much further could affect completion of the project since weather conditions preclude asphalt laying sometimes as early as October. He stated as the schedule stood, Wayne Asphalt would be working possibly into/through October. (He also added that this project was originally bid very early in order to give the contractors at least two months notice prior to start date. This was done to insure that during the busy season contractors would have scheduled other work around this project's timeframe.)

Mr. Eisbart asked what the downside would be if the parking lot was not paved. He suggested rebidding the project and going "outside" the County (across the State line to perhaps Toledo, Ohio) and requesting bids. He acknowledged there would be a cost/distance factor to consider but that it might present the Commission with a more balanced and competitive bid. He wanted to know if there was any reason the lot had to be paved right away.

Mr. Boyer stated that the present parking arrangements for the public and City employees are only temporary and even at best, parking sites are still "scattered all over the place." The City has also lost the use of the Old Fort parking lot completely. Mr. Boyer stated the City is in violation of its own parking ordinance with the present parking arrangements and, additionally, various parking sites are being "borrowed" from entities such as Lincoln National Corp. and are available only through the end of the year at best. In summation, he felt that if the Commission went out for a third bid, the price would only go up again.

Mr. Fletcher concurred with Mr. Boyer and also pointed out the Commission might not get ANY bid proposals with a third bid. If that occurred, then the Commission would be stuck, unable to proceed at all with the project.

Mr. Hill put out another thought as to whether this job could be added onto (piggy-backed) another existing contract. Mr. Boyer stated he did not see how that could be done, even considering a Board of Works contract. He said there was "no contract in the area" that this project could be tacked onto.

Mr. McElhoe asked how much higher the second bid came in at over the first bid. Mr. Kravig stated that actually some cost savings were realized by splitting out the landscaping portion from the general contractor bid the second time. Those costs come down through fine tuning of project specifications. But the general contractor did not respond in kind evidently. Therefore, including the landscaping bid total, the second bid stood at approximately \$500,000. In contrast, Mr. Kravig thought the first bid totaled at around \$470,000, a \$30,000 increase as the end result (in actuality, an approximate \$13,000 increase).

In response to Mr. Boyer's question, Mr. Kravig did clarify that both alternates included in the second bid for landscaping services (maintenance) were also included in the first bid total. Also, Mr. Kravig and Mr. Fletcher both remarked they felt that the increase in price was a built-in "premium."

Mr. Hill asked if the Commission could "negotiate" with Wayne Asphalt concerning the price. Mr. Fletcher deferred to Mr. Boyer, stating he thought negotiation of public bid was not allowed without cutting something out of the contract. Mr. Boyer concurred, stating the Commission could go to Wayne Asphalt and negotiate a lower price but only by reducing the scope of the project.

After further discussion, a general consensus emerged that the relatively small difference in bid price did not warrant going out for another rebid. It was also made known that the engineer's (Alan Grinsfelder) estimate of cost on this project was approximately \$500,000, which actually supports what the second bid came in at. Notwithstanding, Mr. Eisbart proposed that the next time the Commission bids a project such as this, it should expand the geographical scope of contractor solicitation to "outside areas" and make this action known, especially to the contractors who did not bid the second time around. He felt it should be made clear that the Commission was aware it had been "set up" to pay more money on this project and that it did not like it. Mr. Eisbart said that even though the second bid price was close to the engineer's estimate, it was the principal of the situation that needed addressing. The Commission should take steps to prevent this situation from happening again by widening the field of selection.

Mr. Hill asked if the Commission could "prevail" on Wayne Asphalt and see if at least the "premium" could be cut to get the contract back down to around \$400,000 (the Wayne contract only, not totaled including landscaping). Or, if the additional monies were not actually a premium tack-on, find out why the bid came in higher than the first time.

Mr. Fletcher stated what he preferred to do in this situation was to have the contract awarded now, but subject to him going back to Wayne Asphalt and trying to negotiate a lower price in some way. Mr. Hill found that acceptable.

Mr. Hill also asked how the contractor would be paid, i.e., monthly, semi-monthly, etc. He also asked if a downpayment could be paid to Wayne Asphalt up front, a percentage amount as an "advance" so to speak, to possibly entice Wayne Asphalt to lower its bid price accordingly. After some confusion as to just what Mr. Hill meant, Mr. Boyer did confirm that the Commission could write up the contract under a draw schedule instead of "progress billing" as it has usually done in the past. Mr. Fletcher also responded that normally, barring a draw schedule situation, the Commission accepts billings from contractors on a once-a-month basis.

Mr. Hill motioned to award the contract to Wayne Asphalt for the construction of the new City parking lot, SUBJECT TO the Executive Director approaching Wayne Asphalt to negotiate its contract price downwards to around \$400,000 (the Wayne contract only). Mr. McElhoe did second the motion. Mr. Powell, Mr. Hill, and Mr. McElhoe voted to approve said motion for approval and Mr. Eisbart registered a dissenting vote. Resolution 95-38 passed 3 to 1.

Resolution 95-39

Awarding a contract to Leeper's Lawn Service, Inc.

Mr. Kravig explained this resolution was a companion to the previous Resolution 95-38, being the landscaping portion of the construction of the new City parking lot. He said both bidders were qualified firms and both alternates were for maintenance for one additional year and two additional years, respectively. Mr. Kravig mentioned the alternates were patterned after Headwaters Park Commission bids upon the recommendation of the Parks Dept. Since the Parks Dept. will ultimately inherit the maintenance of Headwaters Park and since this parking lot is part of Headwaters Park, these maintenance alternates will allow the Parks Dept. to take over maintenance gradually, instead of all at once before possibly being properly prepared. Mr. Kravig indicated the bid estimates submitted by Leeper appeared to be a "bargain."

Mr. Eisbart motioned for approval and Mr. Hill did second. With no further discussion, the motion passed unanimously.

Resolution 95-40

Ratifying and approving the relocation agreements and releases for various tenants in Phase II of the Headwaters Flood Control and Park Project

Mr. Fletcher stated this resolution concerned several relocation agreements relating to Headwaters Park and were all pretty standard and in conformance with State relocation laws as supplemented specifically by the Commission. He stated the Hall Drive In relocation was strictly for a sign purchase; S & B Auto Parts - relocation expenses; Schafer Precision - relocation of equipment, etc. (A figure originally starting around \$75,000); Tri City Automotive (trimmed down from over \$200,000) and Anthony Motors - again, relocation expenses. Mr. Kravig stated the staff had hoped to have the necessary figures for the National Auto Radio relocation but some additional documentation requested from the company had not yet been received by Commission staff.

Mr. McElhoe asked the whereabouts of the Hall sign that was being purchased (in place) and Mr. Kravig stated it had been a "north-facing" sign at Duck and Clinton Streets. The sign was already down, as it was struck recently by a some type of motor vehicle and was unsafe.

This question prompted Mr. Fletcher to mention as an aside that Burkhart Advertising, which also has sign fixtures (2) within Headwaters Park up for relocation, wants approximately \$40,000 for one of its signs. He elaborated that IDOT has a different method of value determination in which it basically "buys off" the signholder. IDOT does not follow accepted fixed asset appraisal methods of valuation, instead it pays the signholder based on an income method (income the sign generates).

Mr. Fletcher stated IDOT's method does free it from litigation costs/time in court, but at a seemingly very high price. IDOT may pay upwards of 46 months of rental income to the signholder, a sum four to fivefold (or more) the amount the Commission pays. The Commission pays for the value of the asset as determined by approved appraisal practices. (In this case, the Commission had offered Burkhart approximately \$11,000 for both signs.) Mr. Kravig added that someone from the State (IDOT) sat down with him and Mr. Fletcher and looked over Burkhart's two signs in question. IDOT's representative indicated that by his "thumbnail" estimate, using IDOT's calculation method, it would cost \$60,000 to "relocate" Burkhart's signs. Mr. Kravig told Commissioners to bear this \$60,000 figure in mind throughout further discussion, alluding that this number may be significant should litigation ensue in the future.

Mr. Fletcher stated he rejected Burkhart's offer, concurring with Mr. Hill that the Commission's practice is to follow public law, and thus approved appraisal valuations, in these procedures. The Commission's appraisers also recommended rejecting Burkhart's offer. Mr. Fletcher stated IDOT is really just paying off the sign companies and Mr. Kravig concurred, stating the State's procedure is simply "litigation avoidance".

Mr. Hill asked what the cost of condemnation would be for the Burkhart signs and Mr. Fletcher stated about \$15,000. Mr. Boyer commented also that with the

City's strict downtown sign ordinance, it is extremely difficult to relocate signs, and this fact is what will probably cost the Commission considerably in court.

In light of this, Mr. Hill asked if it would not be cheaper then to negotiate a settlement and avoid the condemnation process. Mr. Boyer stated that was originally the plan. Initially, Burkhardt Advertising only asked that Mr. Fletcher stand up before the BZA at the time Burkhardt would be requesting a variance with respect to three other of its signs, and simply state the facts that Burkhardt was being required to relocate due to Headwaters Park. Moreover, Mr. Boyer said Burkhardt did not even require that the variance be approved, just that Mr. Fletcher state the facts relevant to its case.

Mr. Fletcher concurred with Mr. Boyer's statements, adding, however, that the City did not want him to do this. Evidently, the City felt, because of Mr. Fletcher's position, (with the City? Commission?), that the BZA would interpret his representation as "the City" endorsing Burkhardt's variance proposal and therefore applying pressure to approve it. Mr. Fletcher stated he had met with Greg Purcell, Chief of Staff, and the City Planning staff early on to discuss Burkhardt's initial proposal and request that he speak before the BZA, etc. and at that time Mr. Purcell expressed the City's preference to withhold support of Mr. Fletcher's participation.

Mr. Eisbart found the position taken by the part of the City incredulous. He could not agree with the City's decision not to support Mr. Fletcher appearing before the BZA and "simply stating the facts--with no recommendation" regarding Burkhardt's situation due to the Park. He said unless he was unaware of some other mitigating factor in this situation, that the City's actions did not make sense. A simple act of stating facts that are of public record would possibly save the Commission upwards of \$60,000 or more.

Mr. Hill also expressed a desire to stay out of court if at all possible, and Mr. Eisbart asked if the Commission could "revisit" the option, or if Burkhardt was even still offering it at this point. Mr. Fletcher thought Burkhardt was, but Mr. Boyer did interject that he felt the Commission should go back to Burkhardt first and confirm the "no recommendation" point. The Commissioners agreed and asked Mr. Fletcher/Mr. Boyer to contact Mr. Walda, Burkhardt's attorney, and 1) confirm that the offer still stands and 2) clarify the BZA appearance stipulations (was a recommendation required?). The Commission would then go back to the City and request a reconsideration of support, offering to have someone speak to the Board other than Mr. Fletcher, if the City would be more comfortable with that.

Mr. Fletcher also stated he would fax a copy of Burkhardt's initial proposal to each of the Commissioners for their information.

With no further discussion, Mr. Hill motioned to approve Resolution 95-40 (Headwaters Park relocation agreements) and Mr. Eisbart did second. The motion passed unanimously.

Resolution 95-42

Approving the Midtowne Crossing Occupancy Agreement with the Allen County Courthouse Preservation Trust, Inc., the tenant, and NBD

Mr. Fletcher commented briefly that he had spoken verbally with the Commissioners concerning this agreement. There was no further discussion and Mr. Eisbart motioned for approval and Mr. Hill did second. Resolution 95-42 passed unanimously.

Resolution 95-43

Approving a change order to a temporary ramp contract dated April 24, 1995 with Louis Lee Lengacher

Mr. Fletcher explained briefly that the change order consists of putting down a non-skid paint on the surface of the temporary ramp outside the City-County Building. This was to applied to prevent slipping/injury when the ramp surface was wet.

Mr. Hill motioned for approval and MR. Eisbart did second. The motion passed unanimously.

Resolution 95-44

Approving the collection of tax increment from property taxes on real estate located within the Civic Center, Washington Center/Coldwater Road, Illinois-Getz Road, Summit Industrial Park and Jefferson/Illinois Road Tax Allocation Areas

Mr. Fletcher explained this resolution has to do with collection of the tax increment revenues from the County that will be needed in the forthcoming tax year (1995 pay 1996). He added that the Civic Center, Washington Center/Coldwater Road and Illinois-Getz Road areas all have bond issues which require that all tax increment be collected each year. The Jefferson/Illinois area, per Mr. Lindsay, has yet to have any tax increment collected. This will be the first year and the monies will be used for intersection and other improvements. Walmart is the only entity generating tax increment revenue in this particular allocation area to date. The Commission will collect approximately \$76,000 this year to start the capital fund. Mr. Fletcher stated the cost of improvements is estimated at \$500,000. Collection will continue "up to a certain point" (amount not given) and then the Commission will begin the improvements.

Mr. Eisbart asked what the window of TIF collection was on this particular allocation area (Jefferson/Illinois). His concern was that if the area was developed soon, would the Commission be unable to collect TIF revenue from the new development? Mr. Fletcher stated that presently TIF revenues can be collected for up to 50 years. The State Legislature's recently extended the collection authorization period another five years he thought. Mr. Boyer and Mr. Lindsay also added that this area was established in 1991 and would be "grandfathered in" regarding any change in TIF legislation that may occur.

With no further discussion, Mr. Hill motioned for approval and Mr. Eisbart did second. Resolution 95-44 passed unanimously.

Resolution 95-45

Approving and ratifying a change order to the Brooks Contract for the City Center Sidewalk

Mr. Fletcher explained briefly this change order for \$200 was to accommodate the bricklayers at the City Center project. Brooks (who was waiting on delayed tree grates to be delivered) had to remobilize onsite after the bricklayers were finished.

Mr. McElhoe moved for approval of this resolution and Mr. Hill did second. The motion passed unanimously.

Resolution 95-46

Awarding a contract for the construction of the City-County Building Plaza Parking Garage to Hagerman Construction Corporation

Mr. Fletcher explained this resolution formalizes the action taken at the previous Redevelopment Commission meeting when bids for the project were opened. Hagerman was low bidder and the Commission verbalized its intent to award a construction contract to said contractor in the amount of \$4,609,450.

Mr. Hill motioned to approve the contract award to Hagerman in that amount and Mr. McElhoe did second. Mr. Eisbart, Mr. McElhoe, and Mr. Hill voted to pass Resolution 95-46. Mr. Powell abstained from voting since he disclosed Hagerman Construction Corporation is a client of his firm, Shambaugh, Kast, Beck & Williams. A quorum vote was attained, however, so the resolution stands as approved.

Resolution 95-48

Approving a change order to the Wayne Asphalt contract

Mr. Kravig stated this change order was on the Wayne Street resurfacing project which he noted (in light of previous conversation) received a very competitive bid from Wayne Asphalt, out of three bids received. He stated some unforeseen situations came up, as they usually do in these type projects, and the \$3400 change order includes some credits due the Commission as well. One change involved changing the location of curb-backed storm inlets originally to be installed in front of Tapp's Market and Hair Academy. This change was due to discovery of basements under the sidewalk in the original installation locations.

Mr. Fletcher also mentioned when the milling was done the curb face was too shallow. Mr. Kravig concurred. He said the largest specific item cost was "wedging" or bringing the level of the street up higher than originally contracted for. This was due to "unsightly curb exposure" or appearance (curbs not deep enough to be neatly concealed by the new surfacing).

Mr. Eisbart, acknowledging that it must be his day to be cantankerous, questioned why this information (location of basements, condition of the curb depth, etc.) was not known before work began. He said anyone working long enough in the downtown area should know these issues exist. Mr. Kravig stated he could not disagree with that statement and indicated he and Mr. Fletcher have had past conversations about this problem. Mr. Eisbart wanted to know if these errors, and these items being missed are being brought to the appropriate attentions of those at fault. He was not at odds with the Commission staff performance but

becoming distrustful of the competence of those individuals in the City departments or wherever who are not catching these errors.

Mr. Fletcher commented that a likely response from the appropriate party would be that it has been probably 30 years or more since the initial laying of the road and there are no specs, etc., still existing to let them know certain specifics such as curb depth. As the road surfaces are repaved and improved, this type information finally becomes known because it is the first chance to physically view certain existing conditions, such as curb depths, in many older locations.

However, Mr. Fletcher did state there are things that do slip through, like the basement situation. The City engineers should also have caught something like that. But he commented that every project has its unknowns, and its errors.

With no further discussion, Mr. Hill moved to approve Resolution 95-48 and Mr. McElhoe did second. The motion passed unanimously.

OTHER BUSINESS

Mr. Powell stated that several months ago Mr. Eisbart had mentioned having a retreat or planning session for the Commission since it had been quite a while since the Commission had looked at where it was, where it had been, and where it wanted to go. Mr. Powell stated that the Commission has been quite busy lately with the new parking garage project, Headwaters Park, etc. and he would like to see this planning session occur in the near future.

Mr. Fletcher agreed, stating he is still waiting for this Industrial Site Analysis (for Northeast Indiana) to be finalized. Thorne Consultants has submitted a draft of Phase I of the report to the Chamber, it has been reviewed, and supposedly the finalized report is due out sometime in July. Therefore, he anticipates the planning session will be held the first week or so of August.

Also, Mr. Kravig asked if a July 31st meeting could be accommodated by the Commissioners for a bid opening. The general consensus from everyone present was yes. Therefore the regularly scheduled Commission meeting on July 17th was canceled and a "quick" meeting was scheduled for the 31st at 8:00 am in Room 810 just for the bid opening.


The question arose as to someone temporarily assuming Mr. Simler's duties as secretary until Mr. Simler has recuperated and returned to active duty. It was motioned by Mr. Eisbart and seconded by Mr. Hill that Mr. McElhoe perform such duties as necessary in Mr. Simler's absence. The motion was approved unanimously.

Mr. Boyer also commented briefly on legislative changes regarding redevelopment issues. He stated the invitational bid ceiling (maximum amount eligible to be invitationally bid) was upped from \$25,000 to \$75,000. Any projects under \$75,000 can now be bid on an invitational basis.

Also, Mr. Boyer stated that an increase in the minimum project amount requiring state wage determinations has passed the Legislature. The minimum has been raised to \$150,000. There is pending litigation concerning this change, however, but Mr. Boyer said the City of Fort Wayne will follow the new law until "specifically enjoined" by litigation.

After some other general discussion, the meeting was adjourned.

FORT WAYNE REDEVELOPMENT COMMISSION



Steven E. McElhoe, Acting Secretary

ADOPTED: July 31, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

SPECIAL MEETING MINUTES

July 31, 1995

TIME: 8:00 a.m.

PLACE: City-County Building, Rm. 128

MEMBERS PRESENT: John B. Powell - President
R. Steven Hill, - Vice President
George F. Simler, III - Secretary
Steven E. McElhoe - Member
Benjamin A. Eisbart - Member

MEMBERS ABSENT: None

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

OTHERS PRESENT: Various representatives from those companies awaiting the meeting's bid openings

CALL TO ORDER

Mr. John Powell called to order this special meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that all Commissioners were present except Ben Eisbart who was expected shortly.

APPROVAL OF CLAIMS

Mr. Simler motioned to approve the June 1995 claims and Mr. Hill did second. The motion passed unanimously.

APPROVAL OF MINUTES

Mr. Powell asked for a motion to approve the July 5, 1995 Special Meeting minutes. Mr. Hill motioned for approval and Mr. McElhoe did second. Said motion passed unanimously.

OLD BUSINESS

None.

NEW BUSINESS

Bid Opening - Construction of Centennial Drive within Centennial Industrial Park

Three bids were received by the Commission for the above referenced project.
The results of the bid were as follows:

<u>Bidder</u>	<u>Base bid</u>
Dehner Construction	\$188,639
Moellering Construction	\$199,890
SE Johnson	\$224,433

The staff decided to take them under review before progressing with awarding a contract.

Bid Opening - Calhoun Street Transit Mall Kiosk and Seating Project

Three bids were also received on this project and results were as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt #1</u>	<u>Informative Bid</u>
H. McComb & Son	\$36,800	(\$3,500*)	\$ 600.00
Strebig Construction	\$33,330.11	(\$4,164*)	\$1,127.11
Simerman Construction	\$25,600	(\$3,600*)	5% of contract sum

*figures reflect "deduct" amounts

No contract was awarded as Commission staff wished to review said bids prior to making any award recommendation.

Bid Opening - Baker Street Train Station Ornamental Light Post Project

Six bids were received in a timely manner for this bid and results of those bids were as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Voluntary Alternate Quotes</u>		
		<u>I</u>	<u>II</u>	<u>III</u>
Weikel Line Company	\$31,990			
Kinder Builders	30,668			
H. McComb & Son	30,400			
Strebig Construction	38,711	(\$485*)	(\$450*)	(\$2000*)
Lengacher Inc.	25,500			
Simerman Construction	31,000			

*figures reflect "deduct" amounts

No contract was awarded as the Commission staff wished to review all bids prior to making a decision. It was announced, for the benefit of those bidders present at the meeting, that all contracts would be awarded at the next Commission meeting which was expected to be sometime next week.

Resolution 95-49

Ratifying and approving a contract for appraisal services

Mr. Fletcher explained this Resolution dealt with the Burkhart and 3M Company sign relocations in Headwaters Park.

Mr. Powell asked if these were the same Burkhart signs previously discussed. Mr. Fletcher concurred, stating also that the Commission had not entered into the proposed agreement yet with Burkhart, said agreement to include a Commission representative appearing before the BZA. However, there was verbal acceptance of the agreement from John Walda, Burkhart's attorney. To date, the owners of Burkhart Advertising have not signed the agreement yet, neither have they contacted the Commission with any negative response. Mr. Fletcher stated he felt that Burkhart would sign the agreement, as proposed, especially in light of its willingness to remove its signs before the agreement had been signed. (Mr. Kravig confirmed that at least one of the Burkhart signs was down already--the one located on the old Knight parking lot. But he was unsure of status of the other one.)

However, in anticipation of possible litigation with Burkhart and other billboard vendors, Mr. Fletcher had asked MAI appraisers Ron Gettel and Larry Misner to 1) review the Indiana Dept. of Transportation's (IDOT) method of determining "appraised value" as relates to billboard relocations, so as to see if IDOT's method had any merit, and 2) perform fee simple appraisals on Burkhart's two signs in question, as well as a third sign owned by 3M Company (with whom the Commission is in litigation presently over value of its billboard).

As had been discussed in the previous meeting, Mr. Fletcher stated IDOT was using a different method of value calculation for billboard relocations than what "approved appraisal practices" would dictate. He said IDOT was using more of an "income approach" to establishing value. However, after completing the fee simple appraisals, Mr. Gettel had expressed the opinion to Mr. Fletcher that the income approach to valuation as used by IDOT was not in accordance with approved appraisal practices in determining value. Mr. Gettel also did not find any leasehold interest was applicable either. (Mr. Misner's comments were not yet available to the Commission.)

Mr. Eisbart questioned why the Commission had to employ TWO appraisers to appraise three billboards. Mr. Fletcher responded that it was required by State statute to have two appraisals performed to establish an averaged value. Also, as Mr. Hill commented, the Commission would need hard evidence that would stand up in court to back up the relocation offer price that the Commission had extended to Burkhart. Additionally, MAI appraisers would be able to testify/give expert opinion on the subject in court, if necessary.

Mr. Simler asked if \$1750/each was the going rate for this type of appraising to which Mr. Fletcher responded yes. But, Mr. Fletcher also said to bear in mind the fact that \$1750 was the total amount for THREE signs, not just one. He felt the fee was reasonable. Mr. Simler then moved to approved said Resolution 95-49 and Mr. Hill did second. The motion carried.

Resolution 95-50

Ratifying and approving a contract with Gloyd Concrete

Mr. Fletcher explained that the Commission had removed a bronze statue/sculpture from Calhoun Street (when work commenced on Calhoun in conjunction with the City Center sidewalk reconstruction project) and had stored it in the Jefferson House for over a year. Recently, the Jefferson House had been sold to the architectural firm of Morrison Katzman Menze and was presently undergoing extensive renovation which necessitated moving the statue from the premises. Mr. Fletcher stated the best course of action would be to restore it to the public domain, this time erecting it in front of the Midtowne Crossing project between Washington and Wayne. This resolution, therefore, would approve payment to Gloyd Concrete for removing the sculpture from the Jefferson House and erecting it in the aforementioned location (in front of Salad Galley).

Mr. Eisbart motioned for approval and Mr. Hill did second. The motion passed unanimously.

Resolution 95-51

Approving Change Order No. 4 to the ATEC Associates, Inc., contract

Mr. Fletcher explained that this resolution formally approved the course of action to be taken by ATEC in wrapping up its final remediation efforts on the soil from the Hubcap Express site. The issues of continuing remediation, cost, timeframe, etc. had been discussed at length at previous meetings and it had been decided that another sampling should be taken to determine present status of the soil before going forward. Mr. Fletcher stated that after receiving ATEC's latest proposal and accompanying soil sample analysis, he had spoken with each Commissioner individually and the decision had been made to go forward. The Commissioners agreed to authorize payment of overrun costs to date from the initial proposal, as well as the cost to finish remediation of the remaining contaminated soil.

Mr. Kravig elaborated, stating that ATEC took six samples from the remediating cell--three shallow (top half) and three deep (bottom half). Remediation had occurred to the point where acceptable levels were found in about half the remaining 600 yards of soil. Only one of the six samplings was over the 100/ppm maximum (for TPH-GC). However, Mr. Kravig explained ATEC expressed caution at being too "optimistic" about the samples, stating in its opinion, the bottom half of the remediating soil cell was still contaminated. Based on those samplings, therefore, ATEC did remove approximately the top six to nine inches of clean soil. That soil was placed in the clean pile already established onsite, and the lower layer of soil was left to air out and to continue cleaning itself up. Mr. Kravig said this work was done as of last week.

Mr. Simler asked Mr. Kravig if ATEC had not missed its "target" in this whole remediation business. Mr. Fletcher stated the Commission did bring ATEC in to the last Commission meeting to address this issue and other questions. ATEC's position was it did not start on the originally proposed timeline of April 1994 which has affected the rate of remediation tremendously. Mr. Fletcher stated with delays due to acquisition, etc., that ATEC could not begin work until September of 1994. Mr. Kravig also commented that the soil is remediating now in a timely manner, like it would have done if ATEC had been able to start in April 1994.

Mr. Hill asked how many more samplings would be taken by ATEC and Mr. Kravig indicated probably one final "confirmatory" sampling, said sampling already included in the latest work proposal from ATEC. Mr. Hill also asked when that sampling would take place. Mr. Kravig stated that ATEC indicated at the last Commission meeting a timeframe of no more than two months.

Mr. Kravig stated ATEC will do no less than two more tillings if necessary to speed remediation up. After skimming the clean soil last week, ATEC took another set of samples, the results of which are not yet available. If levels are still high, tilling and working the soil will be undertaken.

Mr. Powell asked if this additional money ATEC is requesting, approximately \$13,700, would take the Commission to the end of the remediation process. Mr. Fletcher responded that ATEC believes it will based on the continuance of present weather conditions. Again, weather is not a controllable factor.

Mr. Hill motioned to approve Resolution 95-51 and Mr. McElhoe did second. The motion passed unanimously.

Resolution 95-52

Approving the issuance of a Certificate of Completion for City Center Associates, L.P. an Indiana limited partnership

Mr. Fletcher stated that the Commission had previously entered into a Development Agreement (of Real Estate) with City Center Associates (to develop the northeast and northwest corners of Wayne and Calhoun Streets). He explained that once a development is substantially complete to the point designated in said Agreement, the developer may request a Certificate of Completion from the Commission. City Center Associates is requesting such a Certificate on the Norwest Indiana Center (formerly referred to as the City Center) project and Mr. Fletcher stated passage of this Resolution was required in order to issue it.

Mr. Boyer, Commission Attorney, stated that he had reviewed the original Development Agreement and subsequent Amendment to it, and had found everything in order to issue the Certificate of Completion.

Mr. Fletcher stated the Certificate of Completion was needed for City Center Associates to obtain its permanent financing which would take place later that morning. He said he had gone through the building himself, a grand opening had been held recently, and the only remaining item to be accomplished was tenant buildout on the inside which was not an applicable condition of the Development Agreement requirements.

Mr. Simler moved to approve Resolution 95-52 and also asked that the Commission send City Center Associates a congratulatory letter on a job extremely well done. Mr. Hill did second the motion. The motion passed unanimously.

OTHER BUSINESS

Dehner Construction, who was the low bidder on the Centennial Drive Street project earlier in the meeting, expressed the desire that the Commission award the Centennial contract as soon as possible due to time constraints on the project. Mr. Lindsay had completed his review of the bid packets received and Mr. Fletcher

asked him, or anyone else present, if there would be any reason a contract could not be awarded today. Mr. Lindsay expressed his recommendation to award the contract and issue the Notice of Award as soon as possible.

Mr. Hill asked what the construction schedule was on the project. Mr. Lindsay stated that Dehner bid the project for completion within 45 days with construction to begin on or after August 15, 1995. Mr. Lindsay stated start of construction would be subject to the plat being recorded, which was anticipated to occur soon. The only unusual aspect of this project was how to handle payment of the balance of the contract amount in excess of the Commission's agreed funding of \$150,000. Mr. Lindsay stated the approximately \$39,000 remaining cost of the project would be paid by the Centennial Development Corporation (CDC). Mr. James Harding, representing CDC, was present at the meeting and he confirmed that the corporation would be responsible for all project costs in excess of \$150,000.

Mr. Boyer confirmed that this payment issue presented no problems and Mr. Fletcher then recommended that the Commission award the contract to Dehner Construction as lowest and best bidder, subject to recording of the final plat and the contract compliance review.

Mr. Eisbart moved to award the construction contract of the Centennial Industrial Park Street project to Dehner Construction. Mr. Hill did second the motion. The motion passed unanimously.

In other business, the Commissioners discussed briefly a day and time for the upcoming planning session. It was decided to concentrate on late afternoon and Mr. Fletcher asked the Commissioners to get back to him with the specific days in the next two weeks that they would be available.

Mr. Eisbart also asked briefly if there was any status on the parking garage. Mr. Fletcher responded not much has changed. He mentioned there would be a design change due to the presence of sand in areas near Clinton Street. He was disappointed that this condition was not addressed or explored more thoroughly prior to the construction contract but evidently the soil borings that were done did not catch it.

Mr. Hill asked if soil borings were performed on the north side of the site (near railway) and Mr. Fletcher stated they were. Mr. Fletcher also mentioned Hagerman would have a lot of hand-digging around those reinforcement pilings on the north wall.

On another issue, Mr. Fletcher spoke briefly about the Headwaters Park demolition that was occurring along Clinton Street and Mr. Kravig gave a brief update. Mr. Kravig stated Martin would be wrapping up its demolition work that day or the next, and in fact, he was making a site inspection that same day in anticipation of Martin completing work soon. He also stated the pre-construction meeting for the new parking lot would be held the following morning and that construction was scheduled to start next week.

Mr. Kravig indicated September 10th would be the scheduled Grand Opening for Headwaters Phase I and some touchups were going on in that phase in anticipation. The fence surrounding Phase I would be coming down soon, too. He said Phase II was progressing very well evidently, and Hamilton Hunter (contractor) had his people moving right along with construction. Lastly, Mr.



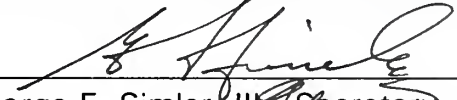
Kravig said Phase III was already in the planning stage. Phase III is the Festival Center which will be located where the Three Rivers Ambulance Authority (TRAA) and the temporary paved employee parking lot presently are located. This phase, in conjunction with plans for the Armory across the street, will be the last step in Headwaters Park construction.

Mr. Fletcher touched briefly on the status of the Commission's role in securing the land for the new Three Rivers Ambulance Authority (TRAA) site. The Commission attorney's have filed for condemnation on three of the TRAA site properties. The reason for this is that the lots are worth only a couple hundred dollars and yet may have several thousands or tens of thousands of dollars in liens against them. Mr. Boyer indicated two of the properties under condemnation have had preliminary hearings and respective owners have agreed to only "fight about the price", which will speed the process of taking possession.

Mr. Eisbart then asked about the status of the Chamber's Industrial Site Analysis to which the Commission had contributed monies to help fund. Mr. Fletcher stated the draft final report was supposed to be in by the following day. Mr. Eisbart expressed concern that the Commission was paying for a study that it was not getting credit for publicly from the Chamber. He also was concerned that the Commission might not get a prior review of the report before it hits the local news. He stated he hoped a news conference would not be held without the Commission having had a full review of the report. He also said someone representing the Redevelopment Commission, as co-funder of this study, should definitely be at any news conference that may occur.

With no further business to discuss, the meeting was adjourned.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III - Secretary

ADOPTED: _____ September 7, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

SPECIAL MEETING MINUTES INCLUDING PLANNING SESSION August 10, 1995

TIME: 3:00 p.m.

PLACE: Summit North Bldg. - 10th Floor Conference Rm.

MEMBERS PRESENT: John B. Powell - President
R. Steven Hill, - Vice President
George F. Simler, III - Secretary
Steven E. McElhoe - Member
Benjamin A. Eisbart - Member

MEMBERS ABSENT: None

STAFF PRESENT: Ronald R. Fletcher, Executive Director
James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

OTHERS PRESENT: Rod Wilson - Summers & Company

CALL TO ORDER

Mr. John Powell called to order this special meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that all Commissioners were present.

NEW BUSINESS

Resolution 95-53

Awarding a contract for Calhoun Street Transit Mall Kiosks

Mr. Fletcher explained the removal of the Calhoun Street kiosks was part of the agreement the Commission had with George Huber in connection with developing the Norwest Center. The Commission agreed to remove some banner poles and the kiosks that had been installed upon development of the Calhoun Street Transit Mall. Mr. Fletcher stated the bases of the kiosks cannot be removed since they house the mechanical/electrical components for the sprinkler system on the street. However, Grinsfelder Associates has re-designed the bases to blend them aesthetically into the streetscape.

Mr. Simler moved approval of awarding the contract to Simerman Construction Company for removal of the kiosks and Mr. Eisbart did second. Prior to voting, Mr. Powell asked if the Commission had any past experience with Simerman and Mr. Fletcher confirmed yes. He recalled working with the firm on a subcontractor basis but added it had been some time ago since the Commission had last worked with Simerman.

Mr. Simler asked what was involved with removing the kiosks as the bid seemed high compared to the seemingly simple outward appearance of the kiosks. Mr.

Fletcher stated it wasn't just a quote for removal. He stated Simerman will also top the kiosk bases with granite tops. Mr. Kravig also added that the fee included the cost of labor and the cost of transportation to the PTC maintenance lot, etc. Mr. Fletcher explained that the kiosks are being transported/stored because UMTA paid for those and he wants to avoid any problems should questions arise as to why the Commission removed the kiosks.

With no further discussion the motion was voted upon and Resolution 95-53 passed unanimously.

Resolution 95-54

Awarding a contract for the Baker Street Train Station Ornamental Light Project

Mr. Kravig explained that monies were left over from the CDBG on the Baker Street Station project. The Commission had expended funds previously to stabilize the historic building and also to enhance its marketability for sale. Mr. Kravig stated Resolution 95-54 proposed to award a contract approving the refurbishing and/or restoration of two original ornamental lampposts presently in place, as well as the installation of three (3) new replica lampposts around the recently constructed new parking lot. This project would spend down the total CDBG funds to almost zero while contributing to the project in a meaningful way.

Mr. Fletcher said this expenditure would most likely close out the Baker Street project unless a development plan came along that would necessitate that the Commission participate further. Or, Mr. Fletcher said, if windows were broken out or the like, some expenditures may be made for maintenance.

Mr. Hill questioned the fragility of the globes and Mr. Kravig stated the present globes are not breakable, nor will the new globes since they are made of a type of polycarbonate.

Mr. Simler questioned how much money remained in the Baker Street fund to which Mr. Kravig responded approximately \$6000-7000. After some confusion, it was made clear that this lamppost project would consume all those remaining funds. Mr. Simler was concerned with this as he felt ongoing maintenance would be a factor and some funds should be set aside for that. In response, Mr. Kravig indicated that break-ins have tapered off and the only maintenance cost incurred recently was for mowing.

Mr. Eisbart asked if there had been any activity at all on the marketing aspect of the Baker Street project. Mr. Kravig stated since signing an exclusive listing with Graber & Associates, the Station has been shown several times and the realtors have fielded a number of calls. Unfortunately, he said, none of the inquiries have panned out into valid proposals. There has not been any "high dollar" developer interest as of yet.

Mr. Eisbart cautioned that the listing agreement, although entered into relatively recently, should not be renewed "in perpetuity", an opinion with which Mr. Fletcher agreed. Mr. Eisbart stated that in six months, if no viable development plan had been presented, perhaps the Commission should throw open the door of opportunity to the industrial community, and offer it a chance to earn the 6% sales commission, so to speak. Mr. Fletcher stated that action may be a possibility to consider in the future.



Mr. Powell asked, in regards to the block grant, what restrictions are tied to those monies and could they be used to promote the Station? Mr. Fletcher was unsure as to that answer and stated he would have to look into the funding regulations first. He did, however, state that regardless of the block grant stipulation, the Commission could always choose to fund promotional activities for the Station by using the Capital fund.

Along those lines, Mr. Fletcher stated the Commission could go out again with an RFP (Request for Proposal) as it did several years ago. He felt that the project was not big enough to attract national developers however, as the tax credits were not a substantial enough inducer. He felt participation would be more on the local level. He mentioned the Historical Society was preparing to take approximately 30 people on a tour through the Station but did not know of any particular interest being expressed of a noteworthy nature.

Mr. Powell stated more discussion may be picked up during the planning session and asked for a motion on the Resolution. Mr. Simler motioned to approve Louis Lee Lengacher, Inc. as the lowest and best bidder and to award a contract thusly to him. Mr. Hill did second. The motion passed unanimously.

Resolution 95-56

Ratifying and approving a contract with Advanced Environmental Systems

Mr. Fletcher explained briefly that during the New City Parking Lot site preparation at the old Seat Cover Charlie location, a boiler was discovered underground. There was evidence of asbestos covering the pipes leading to/from the boiler, said asbestos requiring removal/abatement. He stated AES removed the asbestos for a total fee of \$317.00. Mr. Eisbart moved for ratification and approval, Mr. Hill did second. The Resolution passed unanimously.

Resolution 95-57

Approving the disbursement of \$4,900.41 to the Board of Public Works

Mr. Fletcher stated that the Commissioners were already aware that the Commission was funding approximately \$150,000 in infrastructure improvements in Centennial Industrial Park. However, Mr. Fletcher said he had been speaking with City Officials concerning the condition of the major entranceway of the Park as trucks were having difficulty making the turn without running up over the curbs. This situation was leading to the breakup/disintegration of the curbing, creating an unsightly as well as unsafe condition. Mr. Fletcher stated the City wanted to change the radius of the curbs to eliminate this problem and had asked the Redevelopment Commission to fund half the cost to do this. The total project cost was \$9,800.82, and the Commission's portion amounted to \$4,900.41. He added that actually the work had already been done.

Mr. Powell asked for a motion on the Resolution. Mr. Hill motioned for approval and Mr. Eisbart did second. The motion carried unanimously.

OTHER BUSINESS

Mr. Fletcher stated that the 1995 TIF Bond had its pre-closing with Summers & Company earlier in the day. At this point he asked Rod Wilson of Summers & Company to give the Commission a status update.

Mr. Wilson distributed a finalized Official Statement and began by saying the bond closing will take place the following Tuesday. He stated the bonds had been sold at a yield of approximately 6.25% with maturity occurring in years 2002 through 2010. Only capitalized interest payments would be made prior to the year 2002, with principal and interest payments made thereafter. He elaborated that the \$3,160,000 bond proceeds, together with the approximate \$1,291,000 in Commission's General Account will be used as follows:

Payment of the City's portion of costs to:

- construct new parking garage;
- demolish old parking garage;
- construct handicapped access ramp and plaza membrane;
- payment for engineering contingencies; and

This total would be \$3, 036,000

Payment to fund the design/construction of Court Street Pedestrian Plaza

This total would be \$550,000

Mr. Wilson stated this bond is issued on a parity with the 1992 Series (which refinanced the original Midtowne Crossing bond). One bond requirement is a coverage factor of 135%. He clarified that statement to mean TIF revenue in this allocation area must be 1.35 times the amount of debt service in each year.

Mr. Wilson went on to say that in the early years, TIF revenue is not sufficient due to various buildings in the allocation area having tax abatements, i.e., the Norwest Center. Until these abatements diminish and cease, revenue is insufficient. This situation necessitates putting aside monies that capitalize the interest in order to have sufficient funds to meet the 135% requirement/test. Mr. Wilson stated that amount will be \$390,000. There must also be deposits to the Debt Reserve Fund amounting to 10% of the total bond issue or \$316,000. Lastly, Mr. Wilson stated there is the amount to cover the cost of issuance. Of that fee the largest single item is the underwriting fee which is 1 1/2% of the bond amount or \$47,400. Mr. Wilson said that the remaining balance of approximately \$27,000 will pay the bond counsel fees, the Commission's attorney fees, cost of printing the bonds, and other misc expenses.

Mr. Wilson commented that this issue was much more difficult to sell than Summers & Company had originally anticipated. He had been working on figures for Mr. Fletcher's office for over a year, the project was an exciting one, and he anticipated having no trouble selling the issue. What occurred, however, was that some of the investment decision-making cores of past significant investors (banks, financial institutions) in this type of project (one that cannot get a bond rating) have moved from Fort Wayne to other communities. Mr. Wilson stated therefore the need for rated bonds had become a much stronger requirement than before, making it difficult to sell to some of the past stalwart supporters of this type of project.

Mr. Wilson elaborated by stating this TIF bond would not be rated (by the New York Rating Board) since the allocation area was small and concentrated, even though the relatively small number of taxpayers were classified as very "good" ones. So it turned out this bond issue was sold in small chunks and to a lot of

individual investors "around town" interestingly enough. Mr. Wilson commented he was surprised how well it was received on the individual investor basis. The little investor interest made up for the lack of the big investors, fortunately, and the issue was all sold except for about \$150,000.

Mr. Wilson closed by thanking the Commission for its business with Summers & Company and he wished it success with the garage project.

Mr. Fletcher added that Mr. Wilson was also underwriting the County's bond issue for the garage project as well. Mr. Wilson concurred, stating that the County's bond has passed all its legal requirements and it is at the rating agency presently with a rating anticipated for early next week. He said the County chose a different vehicle to finance its portion of the parking garage project. It chose to go out with essentially a general obligation bond by setting up a lease-purchase agreement with a newly created building corporation. He said this arrangement allows the use of property tax revenue to make the lease payments, in essence taxing all the residents of Allen County, to fund the County's portion of project cost. He noted that since this method spreads the tax burden over a wider base, the County will be able to get the bond rated, therefore receiving a more favorable interest rate than the Commission received on its TIF bond.

Mr. Eisbart asked what the spread will be between the County and Commission bond interest rates. Mr. Wilson replied approximately 3/8% to 1/2% difference, or a rate in the "high five percent".

Mr. Simler asked Mr. Wilson what did the recent difficulty experienced in selling this bond issue mean for the saleability of future issues. Or was there some unique point of this bond issue that caused the lack of interest? Mr. Wilson responded that a different marketing strategy would have to be approached in the future. Every project in the \$2-4million dollar range will have to be examined and "watched" carefully. He said each issue may be put together differently, depending on current circumstances at the time. He tempered that statement with the point that once his company realized what it had to do to market this latest issue, the response received was very good indeed.

With no further questions for him, Mr. Wilson brought to the table a bond Purchase Agreement between Summers & Company and the Redevelopment Commission. He said this agreement states that Summers & Company agrees to purchase all the bonds at the initial offering price stated on the front page of the prospectus he had handed out to the Commissioners plus the 1 ½ discount as agreed. He stated the bond closing is scheduled for August 15, 1995.

Mr. Wilson brought up one new rule for municipalities as of July 1, 1995. Any community with more than \$10 million dollars in outstanding bonds is subject to a new "continuing disclosure" regulation. Although the Securities and Exchange Commission (SEC) cannot regulate municipalities, it does regulate Summers & Company. Summers & Company is no longer allowed, by the new SEC Rule, to buy municipal bonds unless the municipality agrees to abide with the continuing disclosure regulation and signs a certificate stating so. Mr. Wilson said the essence of the new SEC rule is that the Commission/City must disclose financial information each year in the form of an Annual Report to a "municipal bond disclosure library", in much the same way the private sector has done for years. The continuing disclosure form was prepared in such a way as to place responsibility for the Annual Report filing with the City Controller's office.

With no further discussion, R. David Boyer supplied a resolution Approving and Ratifying Execution of Purchase Agreement, subsequently named Resolution 95-58. On a motion by Mr. Simler and second by Mr. Hill, Resolution 95-58 passed unanimously.

PLANNING SESSION

Mr. Fletcher began by mentioning the last study done by the Commission on the downtown area, the 1986 Downtown Comprehensive Plan by Trkla, Pettigrew, Allen & Payne

He also briefly touched on various subjects to discuss:

1. In Headwaters Park (HWP) - Tri City Automotive moving out by Oct. 1; Furniture Crafts are readying to move by the end of August. One tenant will need some prodding.
2. Renaissance Square
3. Midtowne Crossing
4. Opportunity projects
5. Loren Kravig to update the downtown area map, showing what projects have been accomplished and what projects remain to be done
6. Jim Lindsay to present results of informal survey of the redevelopment efforts of 10 or so cities comparable to Ft. Wayne
7. Army Corps of Engineers Levy Project (in conjunction with HWP) - Schaab Metals / May still acquire
8. City-County Building Parking Garage
 - a. TIF Bond in place, closing to occur August 15th;
 - b. Construction - poor soils underneath, Hagerman has been pumping water from area below site. Hagerman therefore, is about two weeks behind schedule. Deadline for completion is still Dec. 31, 1995 with a \$500/day penalty thereafter. Some extension may be approved if circumstances occur beyond Hagerman's control, but Mr. Fletcher is not considering that request at this point. He prefers to make up time instead and examine any extension requests closer to the deadline date.

Mr. Fletcher stated that a planning session was held by the City four to five weeks ago, discussing development ideas for the east central side of town. Mr. Fletcher said he chaired one session that included department representatives from City housing, planning, economic development, etc. The intent was to discuss ideas for uses in this area. Also, this area may serve as a possible entranceway to the City from the east, using Indiana Institute of Technology (IIT) as the development anchor on that side of town. Also discussed possibility of changing land uses west of IIT, to residential or commercial. Mr. Fletcher stated there is a mini land "thumb" in the area, just north of the river (vicinity of the River City site), and perhaps there is a way to tie it into the park system. There was discussion of creating green areas, possibly eliminating the elevated railroad track, or providing housing, etc.

Another development going in the general east central area is the Three Rivers Ambulance Authority (TRAA), to be located at Clay, Brackenridge, Hayden and Monroe. Mr. Kravig stated this area was formerly residential and remaining housing is in very poor condition. Mr. Fletcher added that a problem for TRAA in acquiring the pertinent lots is that the land has little value. The offering prices are very low, usually in the hundreds, but liens discovered against the lots may

amount to the thousands. Therefore, Mr. Fletcher stated, the condemnation process is the best method of acquisition. The Redevelopment Commission is involved in about five of the more difficult-to-acquire properties, at the request of the Board of Public Works.

Mr. Simler asked if the City or the Commission absorbs these liabilities against the lots when purchasing these properties. Mr. Fletcher responded no. Mr. Boyer clarified that through the condemnation process, the Court determines the fair amount to pay the present owner of record. Funds to cover that court-set value are paid into the court by the governmental entity and then dispersed to any outstanding lienholders, in order of "position" against the title. However, even if total funds paid for property acquisition are insufficient to pay off all lienholders, the governmental entity still has title passed to it unencumbered, or completely free and clear of any liens.

Mr. Fletcher then stated that recently he organized a pre-planning meeting, and named the various attendees. He mentioned that Pat Bruggeman (local businessman) had some particularly interesting ideas. He touched on one such idea for a downtown flea market, among others, in the area abutting Clay Street. Mr. Fletcher also commented that Bruggeman was in favor of developing the east central area, and had commented on the viability created by the Foellinger Foundation offices locating there, IIT development, etc. Bruggeman also thought that area could be tied in to the downtown Clay Street corridor, all the way south to the former site of St. Mary's Church. Mr. Fletcher relayed that Bruggeman felt landowners in the area would participate in revitalizing the Clay Street corridor area with landscaping improvements, cleanup, demolition, etc. Bruggeman also thought that when St. Mary's Church starts rebuilding, it will serve as an area catalyst since St. Mary's has plans (some long-term) for the whole block it owns.

Mr. Fletcher then explained to the Commissioners that he, Mr. Kravig, and Mr. Lindsay recently took a tour of the downtown area to get a feel for its overall visual appeal. A major source of unsightliness was the surface parking lots. There was usually no screening or landscaping done at all to visually enhance them.

In speaking of visual enhancement, Mr. Simler asked if Jefferson Blvd. would be addressed or would only the "entranceways" to downtown get any visual improvements. Mr. Fletcher stated Jefferson Blvd. would be under consideration.

Mr. Fletcher touched briefly on the fact that, in reference to the east entranceway particularly, that whole area will experience revitalization when TRAA moves in. However, it would be prudent to have established a good growth plan for the area ahead of time. He said the area will be anchored on the south by the new TRAA facility, Indiana Tech on east, and St. Mary's river on the north. Development would grow westward then towards downtown.

Mr. Fletcher then discussed the surface parking lot located downtown area at about Clay and Main. Since Lowell Griffin was now looking to develop the block on which three remaining houses dwell, E. Main may be a possible area for the Commission to concentrate its attention to.

Mr. Eisbart asked status of idea of soccer field by the Filtration plant. Mr. Fletcher stated that project is going forward and that City Utilities is presently building a parking lot. He commented that the soccer field itself will be on the grassy surface over the present water reservoir.

Mr. Fletcher reminded the Commissioners that Redevelopment has the opportunity to make a big impact quickly. Other agencies have many hoops to jump through many and strings tied to their funds. Therefore, these other agencies cannot be as flexible nor move as quickly on project opportunities.

Mr. Hill expressed his opinion that he preferred development in the east central area to be contiguous with downtown. Presently, the IIT area development is detached from downtown, with blight in between. He did not want to put spot development out somewhere by itself and hope the infill development would come. He felt new development/redevelopment must be supported by some existing, close-by economic activity. Otherwise it would just be wasted dollars. Mr. Hill said redevelopment should work from downtown out, instead of from working from "out" (beyond the end of contiguous development) and heading toward downtown. Mr. Fletcher noted he had heard a similar comment before and it would be something to consider.

Housing was discussed as a way to bridge the east central area from downtown to IIT. Regarding housing, Mr. Fletcher stated that the current popular consensus among developers is that housing was needed to support any retail return to downtown. If people lived downtown, retail business would be a more viable activity there. However, Mr. Fletcher felt retail re-emergence in downtown, for anything other than the daily work crowd, would not occur for several years.

Mr. Fletcher said perhaps the Commission's projects downtown may be limited to maintaining downtown, or enhancing it where possible. Only pockets of blight exist in downtown now, instead of blocks of blight that existed ten years ago. Those pockets include, for instance, the old Gaskins Building on West Washington, the West Main Street block containing Coney Island, and perhaps the block on Main due west of Harrison.

Mr. Simler asked if the Gaskins Building represented blight or just reluctance on the part of the present owner to do any maintenance. Mr. Fletcher responded that this building does indeed represent blight, or "cessation of growth". If a building is functionally obsolete, it can qualify as blighted. Mr. Fletcher elaborated that the old G.C. Murphy Building, now the site of the Norwest Indiana Center, was an example. The Commission proved in court that the Murphy building was physically obsolete and therefore had legal jurisdiction to propose and implement redevelopment there. Mr. Fletcher emphasized a building does not have to be falling down to be classified as blighted.

Mr. Fletcher further commented that supposedly the building was for sale, although it has not shown any activity over the past five years. It also sustained fire damage about five years ago, which was never repaired. Mr. Fletcher stated he has been in touch with the owner, Tippman Properties, but has been unsuccessful so far in getting any action out of the company.

Mr. Hill remarked that inaccessible parking for that building was a problem. Mr. Eisbart asked then, if the building were razed, could the "footprint" be used for parking for block business. Mr. Fletcher stated that at one time the building did serve as a car dealership and as he understands it, the second floor will support parking. Evidently, several people have looked into the building for this very purpose already (he did not mention the outcome of any of these inquiries).

Mr. Eisbart stated another building on that Washington Block down a few doors from the Gaskins, was also relatively unattractive and that parking was probably

an issue in keeping developers away. He asked why not raze the Gaskins building, put in surface parking or the like for strictly in/out parking only--no long-term, to serve the businesses on that particular block, i.e. Subway. With just that bit of extra parking, it might even be enough to spur a developer to consider looking at the block for redevelopment.

Mr. Hill stated of concern for him was the area west of Harrison Street, in between the one-way pairs, and on down to the library. He stated there is plenty of traffic generated around the library, including pedestrian. To support the downtown in that area, the City should work library traffic into the "flow of things" and draw it to the other parts of downtown. Mr. Fletcher stated the vicinity Mr. Hill is referring to is really Wayne Street, and the Commission has done some work there recently, having resurfaced Wayne Street all the way to the library. He also stated Bob Walters, owner of the Central Building on Wayne, doing some renovation for a tenant in that building. Therefore, it is receiving some attention as well.

Mr. Eisbart commented that it had also been discussed previously of taking the parking lot (at Harrison and Washington) and utilizing it for mixed use development and perhaps some parking to service the library and Grand Wayne Center. It seemed to him that this would be a more logical focus instead of simply doing infill in that area. Moreover, it's impact would be felt much more rapidly.

Mr. Fletcher then mentioned that the Grand Wayne Center, although not financially positioned to expand presently, is considering expanding westward, if at all possible. It wants the McDonald's/Arby's block, which may not be feasible. Mr. Fletcher stated the Grand Wayne needs a "footprint" of about 40,000-50,000 sq. feet, on one floor, for an exhibition room. Presently it has only 25,000 sq. ft. which is too small for some of the conferences and activities the Grand Wayne wants to attract to Ft. Wayne. Mr. Fletcher said he thinks the best and least expensive approach is to go over the Harrison Street right-of-way, leaving McDonald's and Arby's in place, but utilizing the airspace over them instead. Just incorporate the fast food restaurants into the Grand Wayne complex. Or, perhaps tie the Gaskins Building reuse into the expansion somehow.

Mr. Fletcher stated, however, that any Grand Wayne expansion would definitely require additional parking support. Joe Christoff has finally resurfaced his formerly unimproved parking lot which now could be utilized for convention center parking. He added also that the existing parking lot located diagonally across the street on Washington could also be utilized/improved for supplemental parking. Mr. Fletcher said he had not seen any plans on the part of the Grand Wayne Center thus far, so he was unsure as to the extent of the expansion envisioned, or how the surrounding area might best serve it.

At this point, Mr. Kravig went over the project recommendations made by Trkla, Pettigrew *et al* in the 1986 Downtown Comprehensive Plan study. He delineated what previously recommended areas had been developed (although development uses were not always what Trkla *et al* had suggested) and what areas had not.

Per Mr. Kravig, many of the recommendations from the study had been implemented, several were no longer applicable based on other development that has occurred, and some were still pending. He explained to the Commissioners that the map he was using for their reference was the same one used three or four years ago at the last planning sessions. The lettered areas correlated to the study's Concept Areas, beginning on page four from the 1986 Downtown

Comprehensive Plan report. The numbered areas/sites referred back to the Opportunity Projects listed on pages 29-30 of the study, and the areas outlined in red slash marks represent projects or sites that are pending or have not been addressed to date.

Mr. Kravig stated one example of substantial development that occurred but was not consistent with the study's recommended use was number 10 (south side of E. Main Street between Clay and Barr). The recommended usage was slated residential, but development that has occurred was office use and parking.

To help the Commissioners get "a flavor" for perhaps where the Commission should be headed in the long-term, Mr. Kravig updated the vacant buildings or vacant land sites (red slash marks) and pointed out several areas that stood out. One such area was the southwest part of downtown, mostly residential. Another such area was the southeast area of downtown in the vicinity of Brackenridge and Clay. This is the area where the new TRAA facility will be located as discussed briefly earlier in the meeting.

Mr. Kravig stated that the area in between the new TRAA facility area and south of the block where the old St. Marys Church stood (Clay and Jefferson), was another blighted area of interest with some scattered deteriorated housing stock still being occupied. Mr. Kravig stated some demolition is going on in this area presently and upon completion, this middle segment, the St. Mary's block, and the TRAA block will become more unified.

One last area Mr. Kravig pointed out was the Coney Island block of W. Main Street and the next block immediately west of it. The Commissioners concurred among themselves that the Coney Island restaurant is an institution in Fort Wayne and any decision surrounding it should be carefully explored before action is taken. As for the block immediately to the west, Mr. Kravig stated the block was fully utilized, with covered and surface parking, some older businesses (Stoners) and some new (ash Brokerage). But the old and new serve to emphasize the somewhat transitional nature of that area, which may or may not be good, he said.

Per Mr. Kravig, across Main Street to the north and west of where the old Deja Vu building stood, is more surface parking and odd lots of relatively deteriorated buildings. Mr. Kravig stated, upon investigation, that this block, which is east of the present sunshine Bakery parking lot is almost entirely owned by Sunshine Bakeries, with a few small lots as exceptions.

Mr. Simler asked if there was any action recently on the Harrison & Main development that was discussed a year or so ago. Mr. Fletcher stated Irmscher revisits the idea every so often but no further action has occurred. He also commented that Bonar paid for a study to investigate developing his building into residential condos. However, lack of parking was one major issue that came out of the study, an issue which possibly killed any development plans.

Mr. Kravig commented that in addition to the sit-down pre-planning meeting that was held, he, Mr. Fletcher, Mr. Lindsay, and Mr. Tom Cain, Sr. Urban Designer with City Planning, did a "windshield" survey of the downtown area and entrances. One significant point he came away with from that experience was the importance of "gateways" or entrances to the City in aiding the formulation of a visitor or businessperson's first opinion about Fort Wayne. He stated HWP on the north of downtown is a good visual entranceway but the corridor from the east is terrible, and the major corridors from the south are equally bad. The railroad elevation

serves as a very definitive gateway coming from the south but the deteriorated visual and aesthetic grooming diminishes its effectiveness. Mr. Kravig stated that Tom Cain had commented even the west entrance could use some work. As one travels the Jefferson corridor to downtown, there is a nice entranceway effect from Swinney park and the tennis courts, followed by the historic area of West Central houses and a street lined with trees. But at Broadway, the feeling abruptly changes as one is bombarded with gray concrete surfaces, fast food alley, and no trees or greenery/landscaping at all.

Mr. Kravig then stated he had brought along several other overlays for the map he had been referring to in addressing the Commissioners. These were the same ones he prepared for the last planning sessions several years ago. One overlay showed all the downtown's historic sites, both of local significance and of state and federal designations. The others worked together delineating land use, boundaries (urban renewal areas and zoning), and surface parking sites. He concluded by stating these overlays were available if the Commissioners felt they wanted to look at them.

Mr. Fletcher spoke about the reluctance of the City Board of Works to spend money for public improvements and maintenance in the downtown area. He has often heard the comment that when the government builds something, it doesn't maintain it. He pointed to bricks on Columbia Street that needed replacing, the Midtowne Crossing sidewalk brick problem, and the general sidewalk cleaning and trash receptacle pick-up around downtown. Mr. Fletcher stated the private sector no longer maintains the sidewalks and area around its respective buildings or land, instead it relies on City services.

Mr. Fletcher described then, the new Economic Improvement District (EID) proposal that was announced publicly within the last week. He has been meeting with a group of downtown businessmen/landowners for the past three years or so and one of the ideas the group decided to pursue was organizing a downtown improvement association, or Economic Improvement District. Mr. Fletcher stated the EID makeup would resemble the old downtown business associations of past years. The five major players behind the idea were Don Steininger, Dick Waterfield, Bob Hoover, George Huber and Gary Probst, most of whom will probably sit on the first board that will govern the EID. Mr. Fletcher emphasized this was not a government project, nor one of the Redevelopment Commission's. It is strictly the private sector taking advantage of legislation allowing the creation of a district such as this. He did say that the Commission staff assisted with some data collection and petition circulation.

Mr. Fletcher stated a petition had been circulated to property owners (not tenants) in a designated area of downtown to approve formulation of this EID district. The state legislation dictates that a 51% landowner approval must be obtained to bring it before the proper municipal entity for approval. Additionally, the 51% of landowners approving the petition must represent at least two-thirds of the designated area's total assessed value. He added that the largest payor of the new assessment will be (the owner of) One Summit Square which, as the largest property in the designated EID boundary area, will have the highest assessed value.

Mr. Fletcher stated the EID will assess itself a fee to provide for improved security, improved signage, beautification, maintenance, etc. for the area that is within a designated area of downtown. Mr. Fletcher stated the general boundaries for the EID is Webster on the west, Superior Street on the north, Lafayette Street to the

east, and on the south, Jefferson Blvd., including that part of the Embassy/Indiana Hotel/Foellinger Botanical Conservatory complex block just south of vacated Lewis Street.

Mr. Fletcher further explained that each year the EID budget must be approved by City Council and the proposed first year budget, of which monies will first be available beginning 1997, is \$150,000. This amount can change depending on the projects the EID board selects. Mr. Fletcher stated the present status of the EID proposal is that the petition for creation has been filed with the City Clerk for presentation before City Council.

Mr. Simler asked how the assessment would be collected and Mr. Fletcher responded that it will show as a special assessment on the property tax bill, just as any TIF assessment does presently, and collected by the County. Mr. Simler commented that he would prefer it be billed separately since the public's perception will be that it is a government tax, not a private sector initiated "assessment." He stated the local newspapers have already referred to the fee as a "tax". He felt once the assessment comes out, the papers will jump on it as a new tax and the City, including the Redevelopment Commission will take a public beating on this. Mr. Boyer, as Commission counsel, stated that the (state) statutes specifically require the EID assessments to be billed on the property tax notice and shown simply as a special assessment.

Mr. Powell asked for clarification of the governing body of the EID and since the assessment would be self-imposed, would it do what it pleased with its monies? Or would there be another entity having input into what projects the EID decides to pursue? Could it be that the Redevelopment Commission and the EID may wind up overlapping in goals and jurisdiction which could spur wasting resources? Is there any line of communication established with the proposed EID board from the Redevelopment Commission?

Mr. Fletcher stated he is often in communication with the core group of five businessmen behind the EID creation idea. He has attended, as a guest, most of the group's monthly meetings and is aware of the ongoing ideas, intentions, etc. Likewise, that group is aware of what projects the Commission has slated. He said that although the core group does not want to be a "public body" which might require public meetings and adherence to the Open Door regulations and the like, the members did feel that meeting with the Commission would be beneficial.

Mr. Fletcher also said he felt the EID will be mostly concerned with downtown maintenance, beautification, and security as opposed to initiating new projects. He did not feel it would become an entity striving to change the City's skyline or the like, and therefore would not conflict with the Commission's projects which are oriented toward eliminating blight and/or cessation of growth.

Mr. Hill commented that downtown has been lacking this type of interest group. It needs one to push/promote it, to get people excited about downtown and motivate them to take action and to take an interest in maintaining and "growing" it. Jim Lindsay commented that actually legislation gives an EID tremendous latitude in what it can do. He stated promotional activities are allowed to be implemented by an EID and support for business recruitment and development can be a function. However, he too, felt the EID will focus on downtown maintenance, signage, security, etc. as its main function.

Mr. Fletcher stated he would contact the core group, informing it that the Redevelopment Commission would accept an invitation to meet with it.

Mr. Hill asked if lighting was something the EID could address. He knew the Commission puts lighting in on its downtown projects: Was there any data collected as to its effectiveness in reducing vandalism, graffiti, etc.? Mr. Fletcher responded that it was difficult to tell. Graffiti still showed up on Midtowne crossing, the north/south alley by Huber's garage project, as well as the garage wall itself in the east/west alley and all those areas have special lighting mounted already. Mr. Fletcher stated he suggested to Huber to mount cameras.

Mr. Hill also asked about the status of the Penn Central right-of-way, specifically the section behind the train station and further west. Mr. Fletcher stated he thought Penn Central was just holding it for the present time. He mentioned Norfolk & Southern is leasing part of that right-of-way as far as he's heard.

Mr. Fletcher also said that there is increasing train traffic in Fort Wayne. Mr. Boyer concurred, stating trains are averaging 1.5 miles long, with more crossing activity occurring on both West Jefferson Blvd. tracks, and that the elevated and street level tracks are in conflict with each other. One solution to this problem he said was the railroad agreed to hold the elevated trains until the street level trains had crossed (to alleviate tying traffic up so long) but that, in turn, created a conflict for the elevated trains meeting a tight time schedule arrival up in Gary. Mr. Boyer said the City was presently working with the railroad to solve this problem.

Mr. Fletcher commented that the train problem solution may not be elevating the trains but rather elevating the streets over the trains. Evidently there is "talk" to this effect (by whom?). Mr. Boyer commented that if the option of "street over track" does evolve, that western entranceway previously discussed (Jefferson Blvd.) will become a swamp.

Mr. Lindsay stated that Mr. Cain had made a notable point about the south entranceway to downtown from Lafayette Street. Mr. Cain had stated that in years past, St. Marys Church had been an important downtown marker for many years and could be seen from almost a mile away as one traveled north from southern part of the City. *It was an obvious signal that one had entered the downtown area.* Mr. Lindsay stated Vintage Archonics was the architect designing the new church and perhaps its awareness of this fact should be confirmed by someone. It would be important that the new design make the same downtown entranceway statement that the old design did.

Mr. Simler asked what input the Commission could have in such a situation. It has no control over what design will eventually be approved. Mr. Lindsay concurred, yet wanted to bring Mr. Cain's point to the forefront for consideration. The City's Plan Commission will have a say but, as Mr. Boyer stated, verbal pressure would be all that the Redevelopment Commission could do. Mr. Powell suggested taking Vintage Archonics to the top of the elevation on Lafayette and reviewing old photos of the view as it was when St. Mary's still stood. The question could then be posed as to whether Vintage wanted its design to have as great an impact as the old design did.

Mr. Simler, still skeptical, commented he thought the church would be too poor to reconstruct anything on a very grand scale. However, the Commissioners discussed among themselves that St. Mary's had about \$4.0 million to work with,

conceding though that \$4 million was not exactly an abundance of money for a project like this. Mr. Kravig stated though that all churches have steeples and that Mr. Cain would like to see the steeple placed closer to Lafayette Street rather than further away from it.

The discussion of St. Mary's led the Commissioners to consider what Opportunity Projects the Commission wanted to pursue in the future. There were various ideas discussed as possibilities for Redevelopment Commission involvement:

A. Calhoun Street improvements were still an issue for the Commission, mostly facades, especially where Stelhorn Photo and Klinger Jewelers were located.

B. Maintenance on Columbia Street was discussed.

C. Grand Wayne Center expansion was revisited after discussing it somewhat earlier in the meeting. Again, building over the fast food restaurant seemed to be the most logical and financially feasible route to pursue. However, Mr. Fletcher stated the Grand Wayne is not ready to do any expanding until some resources can be accrued.

D. Major entranceway improvement was a project under consideration. Mr. Fletcher stated perhaps the Commission should invite some City Planning people to the next planning session for their input and comments, design, etc. Mr. Powell stated he thought the E. Berry travel corridor offered a lot of opportunity for redevelopment, especially to complement what Indiana Tech has been doing with its improvements. This corridor seemed a natural. He felt the City would be looking to develop this area soon, one way or the other.

Mr. Simler asked if Mr. Fletcher was considering the entranceway improvement as being all the way to Anthony, which is what he would endorse. Mr. Hill stated that any development out in the area would have to be accompanied by the establishment of security. Otherwise, he felt any money invested would be a waste essentially. Mr. Powell stated that potentially the area from Hydrodyne west could be razed and redeveloped. He also tagged onto Mr. Hill's remark earlier, wondering whether revitalization of this area should commence from downtown to it, or vice versa, from Indiana Tech back toward downtown.

Mr. Fletcher stated if the Redevelopment Commission does get involved, and if a lot of revitalization activity in the area was going on simultaneously, that it really wouldn't matter. Development has worked both directions before. But, he said other mitigating factors should be considered beforehand.

Mr. Powell stated the fact that the Foellinger Foundation moving its offices into that east central area was a very decisive statement as to the community's commitment or interest. Mr. Fletcher said Pat Bruggeman may also have some development going on in the area as well, it was hard to determine exactly. But it was clear that resources were already in the area that could be tapped in conjunction with further redevelopment.

E. Baker Street Train Station was another area Mr. Powell wanted to direct concentrated effort to. He stated it was a resource that was just waiting to develop. He commented it would be nice if Amtrak would return service there. Mr. Fletcher asked for any ideas on how to move the train station. Mr. Eisbart asked how long it had been since the Commission had gone out for RFPs on Baker Street Station and Mr. Fletcher responded it had been approximately three years.

Mr. Simler said that much has changed economically since that time and he supported going out for another round of RFPs. Mr. Fletcher stated that he would pursue that action.

F. Housing in Fairfield/Ewing area was another project brought up by Mr. Hill. He felt efforts to revitalize and develop Baker Street are hindered by the lack of activity in the surrounding area (except Lincoln National Life Insurance Co.). Although Lincoln Life's original \$94 million dollar Superblock concept for the area was withdrawn, a concept which included renewing and adding to the residential stock already present, Mr. Hill felt revitalizing this southwest neighborhood was worth considering. Mr. Fletcher stated it was unfortunate that Lincoln had to cancel its development plans since it had been so interested in that area. But he also stated don't count Lincoln out completely. If a public project at Baker Street develops, Lincoln may very well still contribute to it financially. Mr. Hill asked if anyone has talked with Lincoln recently about becoming involved again, and if not, perhaps the Commission should.

Mr. Eisbart asked what the usable square footage of Baker Street was. Mr. Kravig stated just the "middle" or Rotunda, constituted about 4,000 sq. feet. The entire first floor however, was approximately 15,000 sq. ft. he said. The upper level consisted of possibly 4000-5000 feet, with the two unconnected "sides" encompassing about 2,500 sq. ft. each.

Mr. Hill stated the Commission should definitely establish dialogue with Lincoln in the coming year about planning something for Baker Street.

Mr. Powell asked what other City housing agencies might have input into the neighborhood revitalization in that area? Mr. Fletcher stated most neighborhoods receive some sort of HUD monies for infrastructure improvements, etc. Also agencies such as HANDS, Project Renew, the Housing partnership, and even Lincoln Life were involved (Mr. Eisbart stated Lincoln no longer offered its program) in neighborhood revitalization projects. He stated typically these providers selected a specific number of houses per year for renovation, on a spot basis (and usually in a defined neighborhood area).

Mr. Boyer commented that another compounding problem with Baker Street was that only surface parking and Lincoln's daycare facility were located in the area. Those entities don't generate potential traffic to support any development at Baker Street.

Mr. Fletcher did state that the Federal Courts would like to have Baker Street for its support services. It was very interested and brought in GSA (General Services Administration). However, government funding (spending) is severely restricted at this point. Until that situation loosens up, GSA is unwilling to pursue any purchase or lease considerations of the Station.

In response to Mr. Simler's comment on housing west of Baker Street, Mr. Fletcher stated that the Commission had Trkla Pettigrew do a housing (feasibility) study of that area in conjunction with what was happening with the Superblock. Therefore, a planning directive for the area does exist for that part of downtown already.

Mr. Fletcher next asked the Commissioners to name four projects for the coming year that they would recommend the Commission to concentrate on. Mr. Simler stated the "east side ingress/egress project" (entranceways). Mr. Hill stated he

would dust off the plans for housing and open up some dialogue with Lincoln concerning its plans for that southwest area. Mr. Simler stated Baker Street Should be a priority, that the Commission should push to get something happening with it.

Mr. McElhoe asked about the old Standard Federal (SF) Building. Mr. Fletcher stated part of the monies from the current TIF bond issue is slated for developing the Court Street Plaza, which will abut the old SF Building. He showed the Commissioners an artist's rendering of the Plaza's possible development, including SF, stating he has had conversations with the building's owners concerning its future redevelopment. He stated the owners are pursuing ideas for alternative uses and he stated they "will have to do something" even if its simply surface parking.

Mr. Simler asked if the Court Street Plaza was a "done deal". He stated he was not in favor of the project because he felt it did not serve the community. Mr. Fletcher stated that the area was heavily used as pedestrian crossing, especially to and from the Court House and City-County Building. Also, (due to prohibition of smoking within public facilities) there are now clusters of people smoking around the Court Street entrance to the Court House. He said there needs to be some type of vehicle that will draw these people, and others, away from the Courthouse sidewalks and building. A green area, a park, or a plaza may just be the answer, because simply putting ash trays at an entrance would not be a solution to the problem.

Moreover, Mr. Fletcher stated that Court Street really no longer serves as a street. It's one big parking lot. Also, the present image projected by Court Street definitely does not lend itself to effective marketing of the recently vacated Lincoln Tower, one of Fort Wayne's most visible landmarks, nor the empty old SF Building itself.

Mr. Hill asked if the owners had received any development interest on the SF Building. Mr. Fletcher stated they did do some pre-leasing and had approximately 35-40% pre-leased for offices, based on a four-story project. But the owners decided they would need to have a larger project than that to get their return on investment.

Mr. Hill commented that from a planning standpoint, having that whole area (Court Street plus the SF block) turned to open space or a green area would be a consideration, even as an interim use. Mr. Fletcher stated he had spoken again with Mr. Cain concerning that thought and in Mr. Cain's opinion, the open space wasn't needed. Mr. Hill said if one were looking from HWP to the north, that may be true. But in terms of the downtown area to the south and the historic nature of the Courthouse, maybe that is not true. Perhaps more green space is needed. To further support his point, Mr. Hill commented that One Summit Square put in a nice green area use along its corridor.

Moreover, Mr. Hill said that any development on the SF site would be unable to have many floors or it would obstruct the view of the Courthouse, incurring the "wrath" of many downtowners. Mr. Fletcher said that is a factor to consider and actually, in the owners' initial development plans, as illustrated by the artist's rendering shown earlier, they were asked to pull the taller building back (further south) so as not to block the Courthouse view from Freimann Square.

Mr. Fletcher stated that more conversations would transpire between he and the SF owners and green area/open space would most likely be reviewed and considered for pros and cons. If the owners did pursue the open space option, he anticipated they would want to lease the space or something to that effect. Mr. Fletcher did note that site use as open space would open up Lincoln Tower visually, as well as provide aesthetic views for the offices in the surrounding buildings. Along those lines, Mr. Hill also commented that if a developer did come forward with a compatible plan for the site, it would be difficult to get permission to build on the site once it was in use as an open space.

Mr. Fletcher also stated City Utilities was interested in buying the site, but he was not in favor of the idea. He suspected the site would never be redeveloped should Utilities acquire it. Mr. Powell commented that sooner or later, the City or County will regret not having jumped on the site when they had the chance.

At this point, Mr. Fletcher asked for any other ideas on priority projects for the coming year. There were none proposed from the floor so Mr. Fletcher did add to the list the issue of maintenance for downtown, stating he felt that would be an important goal.

He again told the Commissioners that the EID group would like to meet with them but would prefer not to do it in the form of a public forum (which is how the Commission is required to meet). Therefore, Mr. Fletcher said he would communicate to the EID group, the Commissioner's willingness to exchange ideas, and he anticipated the group inviting the Commission soon to one of the group's monthly meetings.

Regarding industrial site redevelopment, Mr. Fletcher stated he has not received the Industrial Plan report as commissioned by the Fort Wayne Chamber of Commerce. He said it was supposed to be in last month--and it is still not done. He further stated he will not pay another dime for the study until he gets the report in his hands. He did state that the Chamber saw the Redevelopment Commission as critical to some industrial development expansion plans. However, without the analysis study, there was little Mr. Fletcher could discuss about the Commission's future role in industrial redevelopment.

One point brought up by the pre-planning meeting held the week before was the concept of tying downtown with the Glenbrook/Coliseum traffic corridors. The Commission's acquisition of the Fernhill/State Boulevard abandoned railway corridor may become useful in addressing this idea. Or, Mr. Fletcher said, the enhancement of the street/travel corridors connecting the three areas may be the way to go. Regardless of the means, the purpose would be an effort to feed or channel traffic generated by the shopping and activity centers out north to the downtown area and then back again. Too, this may also spur business, entertainment, and/or retail development in between the heavily used area out north and the lightly used area downtown.

Mr. Simler responded that the concept of increasing the traffic flow between the three areas is a definite must, however, he did not see it as a Redevelopment project. It appeared to be a transportation project simply funded by the Commission and he was not in favor of that. He stated it was just a matter of another governmental department that was short on resources, tapping the Commission for its money. Moreover, he felt the Commission was not the rightful entity to address this situation and that there was no blight there anyway.

Mr. Hill commented that the real blight along the corridor was just north of the river. Mr. Eisbart agreed, stating that the area north of river needs to be tied into the synergy of the Art Museum, Performing Arts Center, the new Lincoln Museum, and others, especially with the recent acquisition of Furniture Crafts and the energy being shown toward developing Science Central. He said If this north area is to survive, it will need the strength and continuity provided by that tie to downtown. Any monies spent to provide an impact for that area would be monies well spent. He said then efforts could even be concentrated on the other side of Lawton Park if desired, by the Old Fort, Lake Avenue, etc.

Mr. Fletcher stated one idea perhaps for next year would be to invite speakers from various community organizations, i.e. Convention and Tourism, to give a presentation to the Commission as to what they saw as their realm of responsibility, what their group's goals may be in relation to the Commission's, what they see the needs of the community to be, etc. He stated he may try to set up some dialogue with Eli Samaan concerning transportation plans, or with the Convention and Visitor's Bureau regarding what it was doing for Fort Wayne, etc.

Mr. Fletcher then touched briefly on some transportation plans to straighten some streets in areas around downtown, a plan that may generate some development interest. Mr. Hill questioned the status of the trailer park that is located between the Old Fort and the soccer field and its future in relation to HWP. Mr. Fletcher stated the site was looked at during the planning session for HWP about 1 ½ years ago. He stated HWP might look at the site again in a year or two since there are provisions for expansion of the filtration plant. If City Utilities does acquire the site within a few years in order to put in a new (underground) reservoir, HWP may still want to utilize (the surface area of) the site. Mr. Hill asked if the Commission should look at the trailer park sooner rather than later then? Mr. Fletcher responded that part of the problem with the Old Fort's inability to stay solvent had been lack of parking. That factor will be a consideration as to where the Utilities puts its new reservoir so until that decision is made, no action will probably be taken on the trailer park.

Mr. Hill asked what was being done with the Old Fort now. Mr. Fletcher explained three groups submitted proposals and the Mayor's decision that came out of reviewing them was to consolidate all proposals into one, pool resources, and come up with one good plan.

Mr. Kravig commented one problem with future development of the Fort is that it sits on the wet side of the Army Corps (of Engineers) levy.

This comment prompted Mr. Eisbart to raise another question concerning the visual impact these levies will have on the downtown area. Mr. Hill agreed, stating why go to the trouble and expense of creating visual corridors into downtown only to have them obstructed by mounds. Mr. Fletcher stated that is one reason HWP wants to buy Schaab metals as part of the park. It would allow the levy to be built at a lower height.

One other suggestion Mr. Eisbart made for Commission consideration was to pursue changing the present legislation of one-year appointments to three or four-year appointments. Allow this for at least some Commissioners, if not all of them, and perhaps on a staggered basis, so as to allow for continuity of Commission business as the board membership changes from time to time. Mr. Simler agreed, stating he suggested that two years ago. He said if the Mayor and City Council suddenly decided to not re-appoint everyone, the Commission could conceivably

have a whole new board that may take off on projects in a totally different way (besides being uniformed on very important project decisions). The one-year appointment system does not lend itself to any type of continuity for the Commission's professionalism nor leadership on important redevelopment projects for the City.

As the session came to a conclusion, Mr. Lindsay wrapped things up by informing the Commissioners of an informal study he did several years ago. He said he performed an informal phone study of 10-12 Midwestern cities that have comparable demographics and history as Fort Wayne. He stated Fort Wayne presently consists of 191,000 people however, so some of these cities cited are bigger and some are smaller.

Mr. Lindsay stated he contacted people in Cedar Rapids IA; Lincoln, NE; Springfield, MO; Lexington, KY; Topeka, KS; Madison, WI; Peoria, IL; Dayton, OH; and Milwaukee, WI. Milwaukee, although a larger city, had a downtown mall, the Grand Avenue Mall, which was of particular interest to the study.

All the cities had in common as part of their downtown revitalization goals:

1. The re-introduction of retail, both Class A and "medium";
2. Sports complex (did not have to be a major league size);
3. Re-introduction of residential housing in a significant way, as Fort Wayne did with Midtowne Crossing. (Mr. Lindsay commented Milwaukee was very successful doing this in conjunction with Grand Avenue Mall);
4. Some form of convention or civic center;
5. Preservation of architectural and historical monuments/buildings;
6. Execution of projects as private/public partnerships. No city developed any project solely on its own, nor did the private sector. It was always a joint effort.

Mr. Lindsay went on to say that major element to a successful revitalization is having a key natural or manmade feature, such as a lake or outstanding park. Another would be having the state capital and its associated governmental sectors within the city, or a major university. These type of key features are natural building blocks for success in downtown revitalization for cities.

Mr. Lindsay stated that of all the cities studied, Cedar Rapids was the most similar to Fort Wayne in terms of its size, the fact downtown is bisected by a river (the municipal building actually sits over the river), it has a convention center similar in scope to Fort Wayne's, it had a small, "sick" airport it was dealing with, an interstate system that bisected the city (unlike Fort Wayne), and was dealing with a depressed economic effect created by the downsizing of many of its large industrial corporations.

Mr. Lindsay commented that an interesting discovery from the study, however, was that even though Fort Wayne lacked any of the previously discussed key features (university, state capital, etc), the development that was planned, in process, and eventually completed in Fort Wayne, far outstripped the accomplishments of any other study city which had a key feature (with the possible exception of Lincoln, NE). He stated It is not clear exactly why this occurred, especially in such a short timeframe, but Fort Wayne's accomplishments of Midtowne Crossing, Renaissance Square, Standard Fed Plaza, etc. exceeded the developments of other communities.

Mr. Hill commented that all of these features are the type of attractions that bring people into an area. He emphasized that there has to be more activity in the central area to bring people into downtown and keep them there. He stated the only attractions in Fort Wayne's central area surrounding downtown are the library and the City-County Building. Therefore, if residential development and the amenities that surround a residential area bring people together - pursue it. If entertainment activity does the trick, pursue that. But unfortunately, he said, the City has made some recent decisions which have pulled people away from downtown, such as sending the sports complex out north on the periphery. The City has also not invested in any in-fill housing and he feels it has to do that. But something has to bring people downtown.

Mr. Lindsay said that Lincoln, Nebraska outlined the downtown district boundaries much like the new EID here in Fort Wayne and made the entire area a TIF district. This tool served a couple of purposes. One, it avoided the time-consuming process of declaring urban renewal areas or amending them each time a new project is put in place, and two, it allowed the Lincoln Redevelopment Authority much greater flexibility in pursuing projects.

Mr. Eisbart threw out a suggestion then, questioning the possibility of developing a "soft-tech" industry around the Baker Street Station. He proposed, however, removing the housing neighborhoods which surround the Station. Mr. Eisbart commented that the City missed the boat on the sports complex (it having been built out north by the Coliseum), and missed it again recently with the South Side High School Natatorium (instead of building a public pool downtown for the community with the high school(s) utilizing it as well). He said the high-tech industry is already established, as evidenced in the Summit Park developments, so why not introduce something new? He suggested developing the industry to fit aesthetically within the Baker Street/Lincoln Life area, utilizing perhaps sloping green areas, landscaping, etc.

Mr. Eisbart also thought that developing the soft-tech complex in the much discussed east side area, out by Indiana Tech, would be an option. IIT would complement the industry's development atmosphere with its engineering and technical education emphasis. Mr. Eisbart thought it better to pursue this type of development, instead of the generic office building here and there--one taller, one shorter--in a never-ending, unimaginative, cookie cutter style. Instead, "push the envelope", he said, "do something different."

Mr. Hill concurred and also suggested that even a western location would be feasible, over by the Perfection Biscuit Company and the Fort Wayne Newspapers building, along the railroad track. He suggested small business and assembly companies as the primary business activity in this area.

Mr. Fletcher stated transportation is a major factor in locating industrial businesses and the east side would appear to be the best location for something of this nature perhaps.

Mr. Fletcher also commented that his preference is that the Redevelopment Commission to pursue fewer projects but that have great impact, rather than more projects that yield minor impact. He did not think pursuing a greater number of smaller projects would be the way to go. He pointed to HWP as a project with major impact.

Mr. Simler asked Mr. Fletcher if there is any potential for using the substantial upper floor vacancies of downtown buildings for residential use? Does the increase taxation on improvements discourage this kind of development? Mr. Simler said it would appear that some of these buildings would lend themselves to very nice residential living.

Mr. Fletcher stated he thought residential possibilities were out there, but felt it would only be available in specifically designated areas. He also discussed the availability of historic preservation tax credit in regards to tax benefit, etc. Mr. Hill stated the Commission could do rehabilitation loans by creating a fund for individuals wishing to convert upper floors to residential.

Mr. Fletcher commented that the Commission has been trying to get several landowners on Calhoun Street to improve their facades. With the new Norwest Center completed, and the Courthouse, One Summit Square, etc., there has been increased need to pressure these owners for action. However, Stellhorn Photo stated he would do improvements when he recovers from the purchase of that location, whereas Klinger Jewelers probably would not do any improvements.

Mr. Fletcher stated the Commission could buy the facades and improve them through condemnation. But the Commission would own them forever and have to maintain them forever and he did not want to start that precedent. He stated there are facade rehabilitation loan programs available through the City but no one has utilized them to any great degree. Mr. Hill commented perhaps the interest group (EID) could apply a little pressure on these landowners then. (But Mr. Fletcher stated the EID group wants him to convince the Commissioners to apply the pressure.)

Mr. Powell made a last comment that he thought this planning session was quite beneficial to the Commissioners as a group and would like to see one occur every six months or so.

With no further business to discuss, the meeting was adjourned at approximately 6:00pm.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III Secretary

ADOPTED: _____ October 16, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

SPECIAL MEETING MINUTES

September 7 and reconvened September 11, 1995

TIME: 4:30 p.m.

PLACE: City-County Bldg. - Rm. 128

MEMBERS PRESENT: George F. Simler, III - Secretary
(9-7-95) Benjamin A. Eisbart - Member

MEMBERS ABSENT: John B. Powell - President
R. Steven Hill - V. President
Steven E. McElhoe - Member

STAFF PRESENT: Ronald R. Fletcher - Executive Director
James C. Lindsay, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

OTHERS PRESENT: Representatives from bidding firms
Luther Mock, Martin Riley Mock (architects)

CALL TO ORDER

Mr. George Simler called to order this special meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that John B. Powell, R. Steven Hill, and Steven E. McElhoe were absent. It was also noted that a quorum was not established and therefore no voting action would take place.

OLD BUSINESS - None

NEW BUSINESS

Mr. Fletcher explained to those present that one of the Commissioners had been called out of town at the last minute which precluded a quorum being established for this meeting. Therefore, the Commission would open bids for the Replacement of a Membrane/Waterproofing System for the North Plaza Area of the City-County Building project only and no other business on the agenda would be entertained.

Mr. Simler proceeded to open the bids for the aforementioned project of which two had been received. The results were as follows:

<u>Bidder</u>	<u>Opt. I</u>	<u>Opt. II</u>	<u>Alt. I</u>	<u>Alt. II</u>	<u>Alt. III</u>
C.L. Schust & Co.	\$633,679	No bid	\$320,903	\$1,191	\$2,387
Midland Engineering	\$645,530	\$625,875	\$313,645	\$2,480	\$4,425

Mr. Simler advised those present that the Commission would take the two bids under consideration and asked to recess the meeting until a later date before undertaking any action on the bids.

Mr. Eisbart questioned Mr. Mock as to what his firm's estimate of project cost had been in relation to the numbers revealed by the two bids. Mr. Mock stated it would be difficult to compare "apples to apples" but did state his firm's estimate was lower than the bidders. No exact estimate or figure was given by Mr. Mock however.

Mr. Lindsay stated he was aware that two of the six planholders were NOT going to bid but that he had expected to receive at least four bids. Mr. Boyer added that he felt the lack of bidders was due to a recent huge US Steel joint venture project that was underway in New Haven which drew at least two bidders away from this project. He said firms were just incredibly busy this year and it seemed no one had time to take on more work, especially under such precise execution deadlines as this project would demand.

Mr. Fletcher therefore asked that the meeting formally recess so that Commission staff could review the bids further for its recommendation. He asked to reconvene the meeting the following Monday, September 11, 1995 at 4:30pm in Conference Rm. 810 of the City-County Building.

Mr. Simler did so declare the meeting recessed with the notice it would reconvene Monday, September 11, 1995 at 4:30pm as requested.

MONDAY, SEPTEMBER 11, 1995 - MEETING RECONVENED

TIME: 4:30 p.m.

PLACE: City-County Bldg. - Rm. 128

MEMBERS PRESENT: R. Steven Hill - V. President
George F. Simler, III - Secretary
Benjamin A. Eisbart - Member
Steven E. McElhoe - Member

MEMBERS ABSENT: John B. Powell - President

STAFF PRESENT: James C. Lindsay, Redevelopment Specialist
Loren Kravig, Redevelopment Specialist
Karyn Heiney, Administrative Assistant

COUNSEL PRESENT: R. David Boyer

OTHERS PRESENT: Luther Mock, Martin Riley Mock (architects)
David Musselman - Murray Equipment, Inc.
George MacAleese - Image Exhibits, Inc.
Sue Widenhoefer - Image Exhibits, Inc.

CALL TO ORDER

Mr. Hill reconvened the special meeting of the Fort Wayne Redevelopment Commission that was recessed Thursday, September 7, 1995. He also noted for the record that both he and Mr. Steven McElhoe were present at this reconvened meeting, in addition to Mr. Eisbart and Mr. Simler who were the only Commissioners present at last Thursday's meeting. Mr. Powell was again unable to attend so Mr. Hill stated he would chair the meeting in his absence.



APPROVAL OF CLAIMS

On a motion from Mr. Eisbart with a second from Mr. Simler, the July 1995 claims were unanimously approved.

APPROVAL OF MINUTES

Mr. McElhoe motioned for approval of the July 31, 1995 meeting minutes and Mr. Eisbart did second. The motion passed unanimously. (Minutes from the August 10, 1995 meeting were not brought up for action.)

OLD BUSINESS

None.

NEW BUSINESS

Mr. Hill clarified that at the September 7th meeting, the only business undertaken was the opening of bids received (for the Replacement of a Membrane/Waterproofing System for the North Plaza Area of the City-County Building project). Due to the lack of a quorum at that meeting, no action could be taken. Therefore, the first order of business would be discussion of the aforementioned bids.

Mr. Hill asked if the Redevelopment staff had any recommendations concerning the bids received.

Mr. Jim Lindsay stated yes, and distributed a bid tabulation to the Commissioners. He stated the bids came in roughly \$100,000 over initial expectations and he had talked with Mr. Ron Fletcher, the Commission's Executive Director, and had also spoken with the Allen County Commissioners concerning the bid situation. Subsequently, the Redevelopment staff recommended rejecting both bids and rebidding the project in late winter for early spring commencement. The staff also recommended modifying the engineer's specifications slightly so as to allow at least one other local contractor to participate in the rebidding. Due to licensing of system applications, certifications, etc., one contractor was excluded from making a bid since it was not licensed for this particular system.

Mr. Lindsay then introduced Mr. Luther Mock of Martin Riley Mock (architects) to elaborate on the bid specifics.

Mr. Mock indicated his company was very disappointed in how the bid numbers turned out. He passed around a two-page explanation of how Martin Riley Mock (MRM) determined its cost estimates, again, trying to compare apples to apples in the cost comparison. He stated when the plaza was waterproofed in 1992, the cost was approximately \$19.60/sq. ft. to complete. Adding eight (8) percent for inflation and ten percent as the additional contingency fee, his firm arrived at a unit cost for the 1995 Plaza of \$22.05/sq. ft., bringing the construction cost (no planters) to \$327,472. Including the separate planter waterproofing cost of \$119,860, MRM estimated the total base bid to be approximately \$447,000.

However, based on the bid quotes received, the 1995 unit price jumped 68% from 1992, to almost \$33.00/sq. ft. Moreover, the jump to \$33.00 was 50% more than MRM's estimate of \$22.05/sq. ft. Mr. Mock stated he was unsure as to just

why there was such a discrepancy in price but he offered four possible reasons based on feedback from the bidding companies:

1. The manufactured system has changed since 1992
2. There is little competition among contractors presently for work. This late in the season, most contractors already have their schedules full through the rest of the year and are not hungry for work.
3. Aggressive time of construction. There may have been a premium added into the base price due to the immediacy to begin the project and the tight schedule it was on due to the Parking Garage construction schedule.
4. Lastly, Mr. Mock had heard through the local grapevine that the original installers, CMS Roofing, did not make a profit upon completing the job in 1992. So perhaps it was artificial to have used CMS' 1992 cost of \$19.60/sq. ft. as a base of reference in estimating the 1995 costs.

He stated four options the Commission could consider:

1. Reject bids and re-package with alternates that allow a reduced project scope.
2. Re-bid in late winter for early spring work before contractor schedules are full. This alone could save up to 10% of costs.
3. Add more types of manufactured systems to list to allow at least one other local company to bid.
4. Select a less expensive waterproofing system than the one presently specified.

Mr. Hill asked what kind of system was the Commission pursuing? Mr. Mock stated it was bid under two different "options" in hopes of getting the best price. Option I is a process of "torching down" a manufactured, dual-layered, waterproof membrane sheet. Option II was similar to the 1992 process in that a kettle is onsite and multiple layers of hot asphalt and polyester reinforcement scrim are applied.

Mr. Simler asked why C.L. Schust did not quote for Option II? Mr. Mock stated the firm's response was that it figured Option I to be the best and cheapest method and therefore spent all its time honing figures for its best estimate. It did not waste any time with the option it considered more expensive. Mr. Mock said an interesting twist to this statement was that Midland, on the other hand, quoted its lowest price on Option II instead of Option I, exactly the opposite of Schust.

Mr. Mock stated it was disappointing to have received only two bids that actually turn out to be quite close in price. He said more bids would have clearly reinforced the reality (real cost) that, unfortunately, these bids may represent upon final analysis next spring. However, with only two quotes, a reliable estimation of cost for next spring will be more difficult to pinpoint.

Mr. Eisbart asked what was the negative side to waiting and rebidding the project in six months, i.e., would accelerated damage occur to the membrane due to snow, ice, etc. Mr. Mock stated there would be no significant consequences resulting from waiting and the delay would not compromise the structural integrity of the present structure.

Mr. Hill asked specifically how a delay would affect timing in regards to the parking garage construction. Mr. Mock thought there may be some additional costs incurred due to tie-in with the garage construction but stated they should be "minimal".

Mr. Hill also asked, in reference to the Mr. Mock's earlier handout, if the re-finessing of the engineering specifications would definitely leave out the landscape allowance altogether. Mr. Mock stated his reference in the handout was only to allow for a true comparison between the 1992 costs breakdown with 1995 estimates and no other reason. The planter pricing had not been included in 1992 costs. Mr. Mock clarified that the planter landscaping costs would still be bid.

Mr. Mock commented additionally that upon comparing the landscape costs from both bidders, MRM estimate had been the highest. Therefore, the difference in MRM's total cost estimates and the two bid total estimates had to be in the plaza work, concrete, etc.

Mr. Simler added a comment that he felt it was very important that the landscaping be included; otherwise, how could the City legitimately continue to ask the downtown businesses to beautify their property surroundings?

Mr. McElhoe asked Mr. Mock if one option was better than the other. Mr. Mock stated there was not a major difference. He stated that Option I is actually a roofing membrane and the installation is close to a roofing application. Option II is a product specifically designed for plaza waterproofings. It is utilized extensively across in the country, and he pointed to many of Chicago's plazas as being examples of such application.

Mr. McElhoe asked if any warranty came with either system. Mr. Mock stated Option I had a 20-year warranty and Option II had a 15-year warranty. He also felt the company behind Option II had been in "the business" longer, was a little more conservative, and probably had a more accurate measure of just how long the application would last.

With no further discussion, Mr. Hill asked for a motion. Mr. Eisbart moved to table the awarding of contract and rebid the project next spring. Mr. Simler did second and the motion passed unanimously. For the record, Mr. Boyer asked that Mr. Eisbart reword his motion from "table" to "reject", which Mr. Eisbart did.

Presentation by Contech Engineers/Hagerman Construction Corp. - POSTPONED

Presentation by Lowell Griffin, Main Lafayette L.L.C. - POSTPONED

Resolution 95-59

Allowing the designation of property as an Economic Revitalization Area for Image Exhibits, Inc., in the Centennial Industrial Park Urban Renewal Area

Mr. George MacAleese, designer with Image Exhibits, spoke briefly on his company's request for tax abatement. He stated the company is relatively young,

having been established in 1990 by four principal owners. The company now consists of approximately 16 full and part-time employees and is looking to add another four or so jobs. The company makes/designs tradeshow exhibits, displays, etc. and also lobbies for museums, etc. In addition to creating the exhibits, the company handles the breakdown and crating of them, and often stores them when not in use. Image Exhibits also handles the shipping requirements once the displays are crated, including shipping/storing overseas.

Mr. MacAleese stated that the company has outgrown its quarters and, especially due to the need for a larger storage warehouse for shipping and refurbishing, needed to expand from the present 24,000 sq. ft. facility to approximately 40,000 sq. ft.

Mr. Simler asked about the specifics of the displays themselves and Mr. MacAleese explained they are usually large exhibits meant to be shown at large tradeshows such as in Chicago, New York, etc. He stated an example would be ones prepared for a Lincoln Food Service or Tokeim, large companies that would then request large "island" type displays. These booths may be as large as 20' x 70', sometimes multiple stories in height, etc., and they can be quite elaborate.

Mr. Hill asked if the company did any shipping overseas and Mr. MacAleese confirmed it did and even stored exhibits overseas from time to time.

Mr. Simler motioned to approve Resolution 95-59 and Mr. Eisbart did second. The motion passed unanimously.

Resolution 95-60

Ratifying and approving a land use agreement with the Fort Wayne Jaycees

Mr. Kravig explained that this resolution would approve the same basic contract with the Jaycees that it has used the past four years regarding use of Baker Street Train Station for the Jaycees' annual haunted house fundraiser. He reiterated that the Jaycees have always been professional to work with and that the Commission staff has never had any problems with the project either before, during, or after the event.

Mr. Simler motioned for approval of Resolution 95-60 and Mr. McElhoe did second. The motion carried unanimously.

Resolution 95-61

Allowing the designation of property as an Economic Revitalization Area for Murray Equipment, Inc., in the Centennial Industrial Park Urban Renewal Area

Mr. David Musselman, controller for Murray Equipment, spoke briefly on the company's initial plans for expansion. He stated the company wanted to add an additional 23,000-foot expansion to its present facility. This expansion would accommodate the assembly of a new meter that Murray wanted to add to its line of products.

Mr. Musselman stated that his company is one of the larger suppliers of liquid-handling equipment, and it services primarily the liquid fertilizer/agricultural chemical industry. The "equipment" includes supplying parts, such as hoses, pumps, meters, valves, nozzles, fittings, etc., as well as the sale of complete, automatically controlled systems that are driven by PCS. Mr. Musselman stated his company supplies this equipment to firms all across the U.S. and to companies

overseas in such countries as Jordan, Saudia Arabia, Canada, and Mexico, among others.

Mr. Hill asked specifically how the new meter would be applied, for what purpose, i.e., measuring liquid chemical flowing into or out of trucks, etc. Mr. Musselman confirmed such a use as well as capabilities of measuring liquids (by computer) for a "mixing stage" or measuring chemicals going into storage. He indicated Murray Equipment has been purchasing approximately one thousand similar meters each year and now wants to assemble and distribute its own. The nitty gritty of production would encompass utilizing other firms in the local area for the actual casting and stamping of the meter components, with Murray Equipment then bringing those components into its own shop for final assembling and testing.

In conclusion, Mr. Musselman stated the additional jobs created figures he submitted on the application were low. But he preferred going with the minimum number that he knew he would be able to meet, instead of promising a number that may never reach fruition.

With no further questions, Mr. Eisbart motioned for approval of Resolution 95-61 and Mr. McElhoe did second. The motion passed unanimously.

With no further business to discuss, Mr. Eisbart moved that the meeting be adjourned.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler III, Secretary

ADOPTED: _____ October 16, 1995

FORT WAYNE REDEVELOPMENT COMMISSION

REGULAR MEETING MINUTES

October 16 and reconvened October 24, 1995

TIME: 4:30 p.m.

PLACE: City-County Bldg. - Rm. 128

MEMBERS PRESENT: John B. Powell - President
(10-16-95) Benjamin A. Eisbart - Member
Steven E. McElhoe - Member

MEMBERS ABSENT: R. Steven Hill - V. President
George F. Simler, III - Member

STAFF PRESENT: Ronald R. Fletcher - Executive Director
James C. Lindsay - Redevelopment Specialist
Loren Kravig - Redevelopment Specialist
Karyn Heiney - Administrative Assistant

COUNSEL PRESENT: R. David Boyer

OTHERS PRESENT: Jerry Sermersheim - Contech Engineers
Jim Iddins - Hagerman Construction Corp.
Cook Loughheed - Main Lafayette, L.L.C.
Don Appenzeller - Vintage Archonics
Roger Dammeier, V.P. - C.M.A. Supply Co.

CALL TO ORDER

Mr. Powell called to order this regular meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that Mr. Hill and Mr. Simler were absent.

APPROVAL OF CLAIMS

On a motion from Mr. Eisbart with a second from Mr. McElhoe, the August 1995 claims were unanimously approved, subject to audit.

APPROVAL OF MINUTES

Mr. McElhoe motioned for approval of the August 10, 1995 meeting minutes and Mr. Eisbart did second. The motion passed unanimously. Mr. Eisbart motioned for approval of the September 7 & 11 meeting minutes and Mr. McElhoe did second. The motion passed unanimously.

OLD BUSINESS

None.

NEW BUSINESS

Presentation by Contech Engineers/Hagerman Construction Corp.

Mr. Iddins from Hagerman Construction and Mr. Sermersheim from Contech Engineers spoke jointly on the status of the City-County Building Plaza Parking Garage project.

The main topic discussed was if the project was still going to be finished by December 31, 1995. At present, Mr. Iddins commented that the precast erection is somewhat behind due to problems with Masolite (the supplier). He commented that some of the delay may be due to coordinating production between the Lafayette and Fort Wayne plant. Also, the first pieces of precast placed by the construction crew were subject to a learning curve. Mr. Iddins said 20 precast pieces were placed in the first week, but ten pieces were already placed this week in just the first day. He expects an average of about 25/day to be placed soon.

Mr. Eisbart asked when the estimated finish date would be and Mr. Sermersheim responded December 31st (1995) was the deadline everyone was shooting for. He stated that the project is behind but only approximately two weeks. This was due to several "unforeseens" that cropped up in August, i.e., high watertable under the site and loose (weak) sand discovery under foundation area. Those items were corrected and efforts to resolve the precast supply problem are being undertaken in order to recoup time.

Mr. McElhoe asked how the high watertable problem was solved. Mr. Sermersheim stated they had to sink deep wells and lower the watertable on the site.

Mr. Powell asked if the sand situation was due to the site area having once been an old canal. Mr. Sermersheim said perhaps, but not necessarily, and that it would be difficult to pinpoint what might have caused the weak sand areas.

Mr. Fletcher asked exactly what Masolite's difficulty was in supplying the precast on time, i.e, poor production scheduling, labor problems, material shortage, etc. Mr. Sermersheim replied that from what he can deduce from conversations with Masolite, it was simply poor scheduling on their part. He believes they did not complete runs for previously contracted projects as anticipated. However, Mr. Sermersheim indicated that Masolite is going to a six-day work week with increased hours, etc., in a committed effort to become current with the contractual supply schedule.

Mr. Sermersheim stated that the biggest delay factor for the project will be the weather in December. Unfortunately, the timing of temperature sensitive finishing work such as painting and sealing, will occur during December. Obviously, this finishing work can't be done prior to the completion of construction so not much can be done to get around this timing restriction. Mr. Iddins concurred, stating as an example that after pouring the concrete topping, approximately 28 days must pass before sealing the concrete in order to allow it to cure. During that time, no cars or the like, can be allowed on the concrete surface.

Mr. Powell asked if there would be any dangers associated with performing the temperature sensitive work during December. Mr. Sermersheim assured him if there was, the Commission would hear about it immediately because no one wanted to compromise the integrity and safety of the structure in order to meet a completion date deadline. He stated some temporary solutions may have to be found to certain situations, i.e., coming back in the spring to paint.

Mr. Fletcher commented that when the new Norwest building garage was being completed, also during December/January, the contractor had to bring in heaters etc., in order to complete the project on time.

There were no further questions for Mr. Sermersheim or Mr. Iddins.

Presentation by Cook Lougheed, Main Lafayette L.L.C.

Mr. Lougheed updated the Commissioners on the development of the E. Main Street property located at the southeast corner of Main and Lafayette Streets. ARCH's window of opportunity for relocating one or more of the three (former residential) buildings on the property expired as of September 1, 1995. He stated ARCH had been unsuccessful in its attempts. He passed around a letter signed by Janet Nahrwold, Executive Director of ARCH, acknowledging that the demolition reprieve time period had expired.

Mr. Lougheed stated ARCH would be salvaging some of the buildings' artifacts prior to demolition and that he anticipated demolition to take place within two weeks after the Redevelopment Commission gave its approval to commence.

Mr. Fletcher asked if there were any specific development plans yet to which Mr. Lougheed replied no. He is hoping for a "nice office building" development to complement the adjacent Haller & Colvin building. However, his company's present plans consist of simply clearing, grading, and leveling the lot before offering it for sale. Mr. Fletcher asked if there might be any interim use of the lot if it did not sell relatively quickly. Mr. Lougheed indicated that it may be used for parking as an interim use if the property does not sell after six months on the market.

With no further questions for Mr. Lougheed, Mr. Fletcher advised the Commissioners that it would be appropriate to take action on allowing demolition to proceed since the property is situated in an Urban Renewal Area. He recommended allowing the demolition to occur. Mr. Eisbart did so motion to allow demolition of the buildings to commence and Mr. McElhoe did second. The motion passed unanimously.

Mr. Powell made the comment, echoed by Mr. McElhoe, that he appreciated Mr. Lougheed "going the extra mile" in allowing ARCH a chance to save the buildings since many people don't like to see old buildings torn down that have some historic or architectural significance. Mr. Powell complemented him on his largesse as did Mr. McElhoe on his "spirit of cooperation" in allowing time to find a way to save the buildings, even though ultimately, they could not be saved.

Presentation by Don Appenzeller of Vintage Archonics

Mr. Appenzeller presented an update on the Jefferson Skywalk Elevator project, commenting that his company would not be moving forward with construction until the Observatory's new expansion plans were finalized. However, to date, Vintage Archonics had met with representatives of affected entities such as the Embassy Theatre, Grand Wayne Center, Hilton Hotel, etc., so as to be as far along as possible when the expansion plans were ready to proceed.

Mr. Appenzeller mentioned that he and Mr. Fletcher had met several times with these representatives over the past months and the group chose Design Scheme "F" over seven other designs. He said Scheme F, however, will increase the cost of the elevator project from the original estimate of \$60,000-\$80,000, to the current estimate of \$93,000, plus options.

Mr. Appenzeller anticipated groundbreaking on the Conservatory's expansion to occur this spring. Mr. Fletcher added that he hoped that the elevator construction bid would go out simultaneously. He said this might result in some financial savings (since Spring, being the start of construction season, brings better bid prices), and better overall job continuity (if the same contractor did both the

expansion work and the elevator work). Mr. Appenzeller concurred and also indicated the elevator project would take approximately three to six months to complete.

Mr. McElhoe asked if the elevator construction would interfere with pedestrian traffic over the present skywalk. Mr. Appenzeller responded no, nor would it interfere with Jefferson Blvd. traffic. Mr. McElhoe also asked why Scheme G, which he thought appeared more aesthetically pleasing, was not chosen over Scheme F. Mr. Appenzeller stated that the group felt the additional lobby in "G" was redundant and unnecessary.

Mr. McElhoe also asked what the glass add-ons would be. Mr. Appenzeller stated the glass add-ons were a security option. One option provided for one side of the elevator itself to be glass, enabling people to see in and out of the elevator. The other provided the option of installing glass in the north wall of the elevator shaft for even better security viewing from outside the building.

Mr. Fletcher had one comment for Mr. Appenzeller in that he had heard mentioned that it would be more cost effective to tie the electric into the Conservatory's new expansion lines. Mr. Appenzeller stated that, in reality, very little power is needed to run the elevator thereby allowing for wide range of options as to where the electric tie-in could occur. He said he would check into it, however.

Resolution 95-62

Allowing the designation of property as an Economic Revitalization Area for C.M.A. Supply Company of Fort Wayne, in the Centennial Industrial Park Urban Renewal Area

Mr. Roger Dammeier stated his company purchased the empty lot next to its present site which is located in Centennial Industrial Park. The company plans to put up a 15,000 sq.ft. metal warehouse. The new building will also include about 2500 sq.ft. of office space and there will also be exterior paving for outside storage. Mr. Dammeier said the cost to complete this project presently runs about \$550,000. Over the next several years, the warehouse project will result in an increase in employees, adding three full-time positions and one part-time position (adding approximately \$82,000/yr. to existing payroll). Also, the warehouse lot will also be fenced in with privacy fencing to insure a pleasant view from the road.

Mr. Fletcher asked where the company was located in relation to the new street that the Commission recently put in at Centennial Park. Mr. Dammeier stated C.M.A. was located right on the corner of the new street, so the "timing worked out well" for his company in that respect.

Mr. Fletcher asked what was the nature of C.M.A.'s business and Mr. Dammeier stated the company sells and leases concrete forms and related accessories. He added that many of the materials the company sells must be stored inside, away from weather. This proved to be the biggest impetus to build the new warehouse.

Mr. Fletcher stated that he recommended approving Resolution 95-62 since, though the company was located in a TIF allocation area, the Commission is presently not collecting any increased (TIF) revenue in Centennial Park over prior year amounts. Therefore, the designation and subsequent tax abatement will not hurt the Commission.

Mr. Eisbart motioned for approval of this Resolution and Mr. McElhoe did second. The motion carried unanimously.

Headwaters Park Update

Mr. Kravig gave a brief summary of ATEC's final sampling on the remediating soil from Hubcap Express. The soil successfully remediated to satisfactory levels and will be incorporated into various "land forms" as part of the Headwaters Park construction. The remaining work to be performed by ATEC will be submission of the final report to the State as required per the Corrective Action Plan (CAP), and, as requested by the State, injection of liquid into the monitoring wells still at the old Hubcap Express site (where evidence of residual contamination had been found after soil removal). Mr. Kravig clarified for the Commissioners that this final work was already covered under previous ATEC contract specifications and subsequent change orders, therefore, no additional costs would result.

Mr. Kravig also informed the Commissioners that Tri-City Automotive demolition was underway presently and he expected it to be completed next week.

The new City surface parking lot, per Mr. Kravig, was under construction with a contract completion date as of the end of October. He anticipated the contractor would run over that timeframe by a week or two, explaining that should not be a problem necessarily.

Mr. Fletcher updated Commission members on the Container Corporation acquisition and the old Armory building. He explained that originally the attempted acquisition of Container Corp. involved examination of many approaches, many scenarios, and much maneuvering concerning the parking issues. However, approximately two weeks ago, Container Corp. suddenly accepted the Commission's purchase offer as submitted. Mr. Fletcher stated that evidently the corporate office decided relocating would be the best option after all. Mr. Fletcher summed it up by saying an acquisition that would have involved many headaches--suddenly became much simpler. He looked to close on the property sometime in early 1996.

Mr. Eisbart asked what price the Commission had offered and Mr. Kravig indicated somewhere around \$290,000 for both Container Corporation parcels. Mr. Fletcher confirmed that relocation costs would be above and beyond this figure.

As for the Armory, Mr. Fletcher stated he met in Indianapolis last month with the Armory Board and General Morehead and his staff, to discuss acquisition of the Fort Wayne Armory. He stated he requested that the Armory Board do an environmental study/assessment on the site (including the building) for asbestos, lead, fuel oil contamination, etc. Mr. Fletcher stated that evidently the Board is already addressing remediation of the underground fuel tank contamination. However, the Board has also taken the position that any environmental remediation of the building (lead paint, lead from firing range, asbestos) would become the responsibility of the City.

Mr. Fletcher stated that in addition to these issues, the City, Headwaters Park, and the Park Dept. were discussing issues such as the feasible utilization of the building, who would pay for stabilization of it, and the possibility that the Armory would forever drain the City's resources if it were unable to generate sufficient revenue to maintain itself.

Mr. Fletcher said he received a draft proposal for a feasibility study from Indiana University's School of Public and Environmental Affairs (SPEA). Mr. Arnold of the Parks Dept. also received a proposal from his consultant to do the study. Mr. Arnold's consultant would charge \$16,000 to perform the work, and although he

had no quote, Mr. Fletcher stated the University would charge probably \$5000-\$7000 to do the same, plus include engineering analysis in the study.

Mr. Fletcher anticipated that the Redevelopment Commission would be asked to fund the feasibility study and said that he saw no problem doing so. IU would use Bonar & Associates for its engineering analysis consultant and has estimated approximately ninety days to complete the study and have it delivered to the Commission.

As far as actual acquisition, Mr. Fletcher anticipated the City receiving the Armory "free" from the Armory Board, due to the environmental problems being passed along. Mr. Kravig elaborated that Headwaters Park Commission would proceed to develop the Armory, as it has the land, as part of the Park. But the City (under Parks Dept. jurisdiction) would ultimately "operate/manage" the Armory, and the building's fiscal viability was what concerned Mr. Arnold. Mr. Fletcher clarified Mr. Arnold's concern as focusing on the Armory's potentially damaging effect on the Parks Dept. budget. Mr. Arnold was not yet convinced that the Armory could be, or would be, self-sustaining. Rather, it would merely be a drain City/Park Dept. resources.

Mr. Fletcher went on to say this "white elephant" concern expressed by Mr. Arnold stems from the fact Headwaters Park is not going to put much money into the building. The Headwaters Park Commission plans to sink only \$100,000-\$200,00 into the Armory which Mr. Fletcher stated simply would not be enough. He said \$400,000-500,000 would be a more accurate figure for building renovation. Presently the Headwaters Park Commission is attempting to request more money from the State in order to meet the total renovation estimate.

Mr. McElhoe asked who would be responsible for the environmental cleanup on the property. Mr. Fletcher clarified that the Armory would take responsibility for cleaning up the underground storage tanks and related soil problem but nothing else. The City will most likely pay for any building environmental cleanup.

Mr. Powell asked what the Armory Board would do if the City said no to acquisition. Mr. Fletcher stated it would be sold to the private sector. He emphasized that the old Armory is very marketable. However, his opinion is that neither the City nor the County can afford to let the Armory slip into private sector hands. The Armory should come under the public domain.

Mr. Eisbart commented that the building is a "classic Armory design" and stated other old Armories across the nation with similar design must be undergoing some re-use changes. He asked if there was a way to "scan" those Armories that have been adapted for other uses and see if there are any success stories or good ideas out there. He suggested checking with the Army or whomever takes care of such records and pursue this type information.

Mr. Eisbart also asked about flooding risk since the whole idea of the Park was to clear buildings from the area so as to avoid property damage when flooding occurs. Mr. Kravig stated construction of the "Crescent Overlook" in the Park would put the Armory above the floodplain.

There was no further discussion on the Armory.

Resolution 95-63

Approving a request from Dehner Construction, Inc. for the waiver of E.B.E. Rider requirements relating to contractual work in the Centennial Industrial Park Urban Renewal Area

Mr. Lindsay explained that Redevelopment Commission contracts generally follow the contract requirements set forth by the City of Fort Wayne. One such requirement is the E.B.E. Rider which asks a contractor to show good faith in efforts to subcontract 10% of project work to minority-owned businesses or emerging business enterprises.

Mr. Lindsay said that the Centennial Park Street Project (Cannongate/Clearfield) recently awarded to Dehner Construction, was strictly a concrete job. All the grading, staking, preliminary work, site prep, hauling, etc. was done by Centennial Development Corp., the park's developer. Normally, concrete work is only part of a large project and, therefore, can be subcontracted out in order to meet E.B.E. requirements. Since there is no other work aside from the concrete pouring, which Dehner is doing, there is no work to sub out. Consequently, Dehner asked for a waiver of the Rider requirements.

Mr. Lindsay said upon receiving the waiver request, Commission staff sent it on to the City's Compliance Officer for a recommendation as to whether to approve or deny it. The Compliance Office came back with the recommendation of approval of the waiver and Mr. Lindsay told the Commissioners that staff recommended likewise.

Upon a motion for approval by Mr. Eisbart and a second by Mr. McElhoe, Resolution 95-63 passed unanimously.

OTHER BUSINESS

Resolution 95-64

Approving an agreement with NBD Bank, N.A. and the Midtowne Crossing Owners Association, Inc.

Mr. Fletcher said there has been much discussion with NBD and the Midtowne Owners Assoc. concerning finalizing an agreement to demolish and replace Midtowne's exterior brick system prior to the lawsuit settlement (lawsuit against the product manufacturer and the installer). It has been over two years in discussion and Mr. Fletcher stated he told the bank it was time to get things resolved and move forward. Therefore, a final agreement is nearing completion which would allow the bidding process to commence.

However, Mr. Fletcher stated that the Association's attorney, Mr. Bill Swift, has raised one last specific issue regarding the agreement, namely, payment of the architect's services/costs to prepare the plans and specs for bid documents should the replacement project not go forward. Presently, NBD and Redevelopment have agreed to split the total costs (estimated to-date by Grinsfelder to be \$1,061,000) 85/15% respectively, to replace the brick system. Mr. Fletcher said the Association's concern is that actual costs, as determined by bids received, may be over the present estimate such that the project may NOT go forward. If so, Grinsfelder bid preparation and bidding services must still be paid by someone. Mr. Swift's concern is that his client has no money to pay the proposed \$40,000 cost of these services, and therefore, will not sign the agreement as presently written since it would leave the Association open to risk of being legally responsible to pay.

Mr. Fletcher went on to say he contacted Alan Grinsfelder and asked for a breakout of the \$40,000 fee that would include just reimbursables and actual labor costs to Grinsfelder for the production of bid documents. No profit margin, no soft costs, etc. were to be included. Mr. Grinsfelder came back with a figure of approximately \$26,000. However, NBD refused to share in the \$26,000 expense on the 85/15% basis that it had agreed to regarding the brick demolition and replacement costs total. Mr. Fletcher stated he was only able to negotiate for a 50/50 cost split with NBD after all was said and done.

Mr. Fletcher recommended that the Commissioners approve the addition of appropriate text to the existing proposed agreement to cover the approximately \$26,000 "bare bones" payment for the architect's services to prepare bid documents. He stated that based on the 50/50 split with NBD, the Commission would only incur, in a "worst case" scenario, a cost of approximately \$13,000 should the exterior replacement project did not go forward. If the project DID go forward, which he felt it would, then the \$13,000 would become part of the Commission's 15% total cost obligation (the Commission is paying 15% of the cost to demolish and replace the brick system) already agreed upon with NBD. Thus no additional monies would be spent over and above that 15%.

Mr. Fletcher said the approximate \$13,000 financial "risk" was a small concession to make in finally getting an agreement signed by all three parties regarding replacement of the exterior brick system. Once the agreement is signed, Grinsfelder's firm can proceed with bidding of the demolition and replacement project so that actual costs can finally be known. Once real costs are known, a decision can be made to either go forward with the project or drop it.

Mr. Fletcher told that the finalized changes to the agreement were not yet prepared, but that he would review the final agreement with the Commission prior to signing it.

At this time Mr. McElhoe stated he would abstain from any voting that may occur on this issue since he was an employee of NBD Bank, N.A., through its mortgage company.

Mr. Eisbart expressed surprise over the initial \$40,000 AND reduced \$26,000 cost to pay an architect who has been intimately involved with the Midtowne brick problem from the start. He expressed the opinion that Mr. Grinsfelder should have all the necessary data at hand to produce the demo/replacement bid documents, and has already been paid for the time it took to collect that data. Moreover, he felt Mr. Grinsfelder's firm had already been well compensated as a direct result of this project and felt this last fee proposal was perhaps out of line.

Mr. Fletcher and Mr. Lindsay explained there were definite costs involved in preparing bids, i.e., drawing up plans, having them printed, providing labor and materials, as well as completing the building measurements, etc. They both stated costs did not seem out of line for these type services compared with other Redevelopment projects. They also pointed out Mr. Grinsfelder has been compensated, albeit well, by NBD and not the Commission, for work performed in connection with the brick problem.

Mr. Eisbart was still uncomfortable with the numbers, and asked Mr. Fletcher to go back to MR. Grinsfelder and express the Commission's concern over the amount. Mr. Fletcher agreed, stating he rather doubted Mr. Grinsfelder would make any changes since the \$26,000 represented out-of-pocket cost to his firm. Mr. Eisbart also requested recessing the meeting until next week in order to discuss this issue further.

Mr. Powell echoed that request to table the Resolution and recess the meeting until next week. Mr. Lindsay suggested the following Tuesday since it would enable bids to be opened for the handicapped ramp project. In light of Mr. McElhoe's abstention from voting, Mr. Fletcher confirmed with Commission counsel that a majority vote would be needed anyway to initiate action on the Resolution. Therefore, the meeting was recessed until the following Tuesday, October 24, 1995 at 4:30 in Room 810 of the City-County Building.

TUESDAY, OCTOBER 24, 1995 - MEETING RECONVENED

TIME: 4:30 p.m.

PLACE: City-County Bldg. - Rm. 810

MEMBERS PRESENT: John B. Powell - President
R. Steven Hill - V. President
George F. Simler, III - Secretary

MEMBERS ABSENT: Benjamin A. Eisbart - Member
Steven E. McElhoe - Member

STAFF PRESENT: Ronald R. Fletcher - Executive Director
James C. Lindsay - Redevelopment Specialist
Loren Kravig - Redevelopment Specialist
Karyn Heiney - Administrative Assistant

COUNSEL PRESENT: R. David Boyer

OTHERS PRESENT: Rex Hambrock - Martin Riley Mock
Ed Welling - Grinsfelder Associates Architects
Dave West - Grinsfelder Associates Architects

CALL TO ORDER

Mr. Powell reconvened the meeting that was recessed from October 16th. He noted for the record that Mr. Hill and Mr. Simler were present and that Mr. Eisbart and Mr. McElhoe were absent.

OTHER BUSINESS

Mr. Powell preceded with the opening of the invitational bids received for construction of the permanent handicapped ramp to the City-County Building. The results of the bids were as follows:

<u>Bidders</u>	<u>Base Bid</u>
Strebig Construction	\$24,969
Louis Lee Lengacher	\$25,900
Robert O. Rowlett	\$34,655.27

Mr. Fletcher stated that Strebig Construction was the apparent low bidder, but that he was not familiar with any of Strebig's work. He confirmed with Mr. Hambrock of Martin Riley Mock that there was no reason not to award the contract immediately. Therefore, Mr. Fletcher recommended awarding the

contract to Strebig but contingent upon a satisfactory staff review of the bid package and Strebig's past performance record.

There was some initial hesitation to pass the resolution with contingencies but it was determined that a performance bond would be in effect, covering 100% of the project amount. Also, Mr. Lindsay commented that he knew Strebig had done quite a bit of fast food restaurant work which he said must have been completed under tight deadline requirements.

After further discussion, Mr. Hill motioned to award the contract to Strebig subject to the Commission staff's satisfactory review of the bid package and an acceptable past performance history as determined by staff. Mr. Simler did second the motion. It passed unanimously.

Resolution 95-64

Approving an agreement with NBD Bank, N.A. and the Midtowne Crossing Owners Association, Inc.

This resolution had been tabled at the October 16th meeting for further discussion and to allow Mr. Fletcher to speak with Alan Grinsfelder once again relating to his architectural fees for document drawings, bidding, etc.

Mr. Powell asked Mr. Fletcher to give a brief recap of the issues and discussion that occurred October 16th for the benefits of Mr. Hill and Mr. Simler who were not present at that meeting.

Mr. Fletcher did so, synthesizing that the major issue of the discussion boiled down to who would pay Alan Grinsfelder's fees to prepare bid docs and negotiate the bid possibly, if it was determined NOT to go forward with replacing the brick system once actual costs were known. Mr. Fletcher said the owners association's position was that it could not afford to pay them, and NBD was reluctant as well, at least along the 85/15 cost split it had agreed to for the brick replacement cost. However, he said, NBD did eventually agree to pay Mr. Grinsfelder's hard costs on a 50/50 basis with the Commission.

Mr. Fletcher stated the proposal for total architectural services was \$40,000. However, he was able to get Mr. Grinsfelder to accept payment of \$26,461, which represented, to date, only hard costs or "reimbursables." This last amount would then be split equally with NBD. When the lawsuit with Real Brick/Thorlief Larsen was over and hopefully won, the Commission's roughly \$13,250 would go toward the total \$180,000 (15% of estimated total cost) that it had already agreed to pay toward replacement of the brick. In other words, Mr. Fletcher explained, this money outlay was an "advance" on the funds to be received from the lawsuit settlement. He added that in the unlikely event the lawsuit was not settled in the Commission's favor, the Commission would have spent only the \$13,250 and not the whole fee.

Mr. Fletcher said the final agreement has been reached but not drawn up for signatures yet. However, he invited Mr. Welling and Mr. West to speak to the Commissioners and break down the \$26,461 "bare bones" cost as to exactly what work was, or would be, performed.

Mr. Welling stated Mr. West was closely involved with the Midtowne project and would provide most of the information. He also stated they were representing Mr. Grinsfelder, who would have been at the meeting, but was unavoidably out of town.



Mr. West itemized the total \$26,491 costs as follows:

1. **Preliminary Design: approximately \$8000.** There were no as-built specs to work off of, and subsequently, every window was going to have to be measured (and all are different) by crane or lift. Only some of the actual measurements needed for design had been taken thus far since the work Grinsfelder performed for the bank (not the Commission) to date was only to check out any cracks, leaks, water damage occurrences, etc. Mr. West stated the company was paid by the hour to do these things for the bank.
2. **Construction Drawings and Specs: approximately \$15,000.** Since the building has no consistency from wall to wall, elevation to elevation, etc., Grinsfelder expects to have to provide 25-plus pages of drawings in order to properly explain the building and scope of work to the contractors. This also will take many manpower hours to prepare.
3. **Bidding Negotiation: approximately \$1600.** Mr. West explained this fee was to handle all the bidding details and to negotiate bid price, if necessary (if bids too high)
4. **Structural Engineer's Fee and Printing Costs: approximately \$1500.** Mr. Welling estimated that it will take approximately 25 drawings, a considerable amount, to adequately present the scope of work to the contractors.

Mr. West reiterated Mr. Fletcher's comments that the \$26,491 costs did not include any profit margin or construction/demolition administration fee. These were strictly costs Grinsfelder had to pay out-of-pocket. He also remarked that the overall \$40,000 fee initially quoted was small compared to the size of the project (over \$1 million dollars) and that Mr. Grinsfelder felt the fee was very fair.

Mr. Fletcher also added that the actual contract would be between Grinsfelder and the owners association, not NBD or the Commission. This was why the association wanted the architect's bid document fee payment resolved and the appropriate language included in the remediation agreement it will sign with NBD and the Commission.

Mr. Welling noted that the bidding will occur in winter with work commencing in summer due to weather and type of adhesives used, etc. He said they were hoping to go out for bid this past summer for fall commencement but could not. Mr. Fletcher concurred, stating NBD was not comfortable with some of the initial reports and asked for further testing from consultants it hired out of Chicago. This delayed reaching an acceptable agreement, which had to be reached before the bid process could go forward.

With no further discussion, Mr. Simler motioned to approve Resolution 95-64 and Mr. Hill did second. The motion carried unanimously.

Headwaters Park Update - Armory

Mr. Fletcher touched on the status of the old Armory that the City has been trying to acquire. He stated much discussion has been going on between the Mayor, the Parks Dept., Redevelopment, and the HWP Commission as to the "what/when/where/how/why" on the building. Mr. Fletcher stated the Parks Dept. is not comfortable with acquiring it because maintenance will come under the



Parks Department jurisdiction. Mr. Arnold of the Parks Dept. is fearful the Armory will drain City/Park Dept. resources, by being unable to generate enough of its own revenue to cover its operating costs.

Therefore, Mr. Fletcher suggested having a feasibility study done to look at the Armory's potential as a revenue producer and how those revenues will compare with operational expenses. He has received a proposal from SPEA (School of Public and Environmental Affairs) to perform a "quick and dirty" but thorough analysis for approximately \$5,000, which would include an engineering report. The study would be paid for out of the HWP bond fund. Mr. Fletcher stated he asked for a no-fringes, no-glamour study in order to minimize superfluous time spent doing the study and overall cost. He knows the Commission will be asked to foot the bill by the other entities, so he is bringing this subject up as a preface to the future formal resolution.

Mr. Simler stated the Armory's usefulness to the Fort Wayne community was obvious, and felt the \$5,000 should instead go toward the physical renovation. He felt the ""study" was a waste of money. However, Mr. Fletcher stated the study would pull all the numbers, both incoming and outgoing, together in one place for all the entities to review and become comfortable with. He felt the decision makers need to have something they could point to in black and white as far as how the Armory could/should be adapted and how other armories across the nation have successfully been re-adapted. They also needed to see addressed the various "revenue versus maintenance" cost questions.

There was discussion as to possible uses for the Armory, i.e., dances, sporting events, receptions, concerts, meeting rooms, etc. Mr. Hill suggested contacting the local caterers as to prospective use as well. Mr. Welling estimated that the gymnasium itself would support 600-1000 people depending on table setup, etc. Mr. Fletcher stated there was also an idea being discussed to remove the north gymnasium wall so as to create a type of "covered" outdoor pavilion.


Mr. Simler asked if the study would cover the structural integrity of the building. Mr. Fletcher stated no, but that the structural report had already been done back in 1992, and the building was found to be basically sound. Mr. Kravig concurred, stating a roof replacement was the most serious (and expensive) flaw uncovered.

Mr. Hill asked who would ultimately make the final decision as to the Armory's fate and Mr. Fletcher responded it would probably be the Mayor. Moreover, Mr. Fletcher thought the Mayor would be greatly influenced in his decision by the recommendations made by the Commission, Parks Dept. and Headwaters Park Commission as voiced through the Chief of Staff.

Mr. Hill did motion for verbal approval of spending the \$5,000 to have the feasibility study done so that acquisition could move forward. A "reluctant" second was made by Mr. Simler, stating that he thought the money could be better spent on renovation instead. The motion carried unanimously.

With no further business to discuss, the meeting was adjourned.

FORT WAYNE REDEVELOPMENT COMMISSION



George F. Simler, III - Secretary

ADOPTED: December 11, 1995



FORT WAYNE REDEVELOPMENT COMMISSION

SPECIAL MEETING MINUTES

December 11, 1995

TIME: 4:30 p.m.

PLACE: City-County Bldg. - Rm. 128

MEMBERS PRESENT: R. Steven Hill - V. President
George F. Simler, III - Secretary
Benjamin A. Eisbart - Member
Steven E. McElhoe - Member

MEMBERS ABSENT: John B. Powell - President

STAFF PRESENT: Ronald R. Fletcher - Executive Director
James C. Lindsay - Redevelopment Specialist
Loren Kravig - Redevelopment Specialist
Karyn Heiney - Administrative Assistant

COUNSEL PRESENT: R. David Boyer

OTHERS PRESENT: Jerry Sermersheim - Contech Engineers
Jim Iddins - Hagerman Construction Corp.
Marlene Campbell - Tokeim

CALL TO ORDER

Mr. Hill called to order this special meeting of the Fort Wayne Redevelopment Commission.

ROLL CALL

It was noted for the record that Mr. Powell was absent from this meeting.

APPROVAL OF CLAIMS

On a motion from Mr. Eisbart with a second from Mr. McElhoe, the September and October 1995 claims were unanimously approved.

APPROVAL OF MINUTES

Mr. Simler motioned for approval of the October 16th/reconvened October 24th meeting minutes and Mr. Eisbart did second. The motion passed unanimously.

OLD BUSINESS

None.

NEW BUSINESS

Resolution 95-65

Allowing the designation of property located in the Anthony Wayne Trace Urban Renewal Area as an Economic Revitalization Area for Tokeim Corporation

Ms. Marlene Campbell, Tax Manager for Tokeim Corporation, spoke briefly regarding the company's request for Economic Revitalization Area status. Tokeim wants to apply for a five-year personal property tax abatement in order to update equipment.

Ms. Campbell stated Tokeim wishes to purchase approximately \$25 million dollars in plant equipment over the next five years. She said in the past seven years, Tokeim's economic conditions had prevented it from investing in major new machinery and equipment. In order to stay competitive and to retain its present market share, Ms. Campbell stated Tokeim must commit to major purchasing of new machinery.

Mr. Hill asked if any employment changes would occur due to the new machinery. Mr. Campbell stated the company anticipates that employment levels will remain basically the same as they are presently.

Mr. Hill also asked what size market share Tokeim presently held and what impact it expects the new equipment to make on that marketshare. Ms. Campbell did not have any solid figures or statistics with her to answer that question specifically but stated that Tokeim hopes to increase its market share substantially. She did state that the new equipment is expected to enable Tokeim to lower its product prices, however, which should increase market share.

Mr. Eisbart motioned for approval of Resolution 95-65 and Mr. Simler did second. The motion passed unanimously.

Resolution 95-66

Approving Change Order No. 1 to the Hagerman Construction Corporation contract

AND

Resolution 95-67

Approving Change Order No. 2 to the Hagerman Construction Corporation contract

Mr. Jerry Sermersheim of Contech Engineers (Project Engineer) and Mr. Jim Iddins, Project Manager for Hagerman Construction Corp. (General Contractor) were present and spoke about the conditions necessitating the two change orders as well as briefed the Commissioners on the parking garage project current status.

Per Mr. Sermersheim, Change Order No. 1 was a result of unknown soil conditions that were not evidenced by the soil borings done prior to the start of project construction. He said that when excavation for the footings began for the foundation area, seeping water from an unknown source was preventing further excavation in certain site areas. Ultimately, after testing proved the water to be groundwater, it was determined that a high water table existed on the site, a condition not evidenced by the initial soil borings. Therefore, well points had to be sunk and the water pumped out continually in order to lower the water table (temporarily) and allow the footing excavation to continue to the required level. Mr. Sermersheim stated that this problem with the high water table existed along half of the northern boundary of the site by the railway elevation and was also particularly bad in the southeast corner and along the east side of the site. Mr. Sermersheim added there was so much water seeping out that pumping continued for approximately two months, during August and September, before it could be discontinued.

Moreover, the soil near Clinton Street was discovered to be "weak" (loose/sandy). Mr. Sermersheim stated that in order to get down to the hard soil that would bear the nearly 12,000 psf (pounds per square foot) load to be incurred from the garage structure, additional soil excavation and removal was necessary from that area. The excavation was then backfilled with concrete and suitable fill material.

Mr. Sermersheim emphasized that all this activity occurred due to conditions that were unforeseen at the onset of construction and therefore could not be planned or budgeted for. Through much negotiation between all parties, the figure of \$67,638.00 was finally agreed upon, a figure well below the originally proposed amount, he added.

In response to several questions about the high water table and its effects, Mr. Sermersheim stated that the high water table would not affect the foundation now that it was in place. He clarified that the contractor could not have excavated and laid the foundation while "under water" though. Now the exterior concrete basement walls have been waterproofed and drains have been laid around the wall perimeters. Mr. Sermersheim stated that any water that might move "up" the walls of the structure will be drained away from the building. Mr. Simler asked for clarification then that there should not ever be a problem with water (penetration) in the future. Mr. Sermersheim responded he did not anticipate that happening.

Discussion then turned to Change Order No. 2. Mr. Sermersheim stated that in the initial contract, there was an "allowance" of \$195,000.00 for expenditures on parking control equipment. This was just a "working estimate" at the time the contract was executed. It allowed the Commission staff and Contech staff the opportunity to visit parking garage operations in other cities and review various systems and equipment options in order to decide on what features to implement in the City-County Building parking garage. Mr. Sermersheim stated his firm then solicited bids and received two, the lowest bid being reflected in the amount of \$149,468.00. Therefore, a reduction in the contract price was due to reflect the difference between the allowance amount and the actual cost of the selected system, an amount which equaled \$45,532.00.

Mr. Sermersheim remarked that the system to be implemented in the new garage will be state-of-the-art, virtually fully computerized and automated. He did allow that there would be a manned cashier's booth where payment for parking would be received, but that no person would be manning the exit gates.

Mr. Sermersheim provided a parking procedure scenario as such: a visitor (customer) would be issued a dated and time stamped ticket upon entering the garage. When the customer was ready to leave the garage, payment and ticket validation would be made at the cashier's booth before the customer returned to his/her vehicle. At the gate, the customer would then insert the validated ticket and the gate would open. Of course, if the customer had not paid and received a validated ticket, the gate would not open.

Mr. Eisbart asked if the system would automatically calculate the elapsed time, appropriate payment, etc. Mr. Sermersheim replied it would. He also stated that there was also an option included in the bid price which may be taken at any time in the next 12 months. This option would fully automate the payment procedure by using a machine similar to an ATM to receive payments. This would eliminate the cashier completely. The cost to utilize this option bid out at approximately \$65,000-70,000, and would be guaranteed for 12 months from date of contract.

Mr. Sermersheim stated he did recommend keeping this complete automation feature as an option rather than install it right away. By doing so, the garage could operate for six months or so, and at such time an assessment of a cost comparison could then be determined (cashier versus automated machine) based on typical garage usage. He said garage usage may dictate that the option would not pay for itself. Mr. Sermersheim allowed that full automation would probably be cost effective only if the garage management wanted to capture revenue generated during off-hour usage.

Mr. Eisbart motioned for approval of both Resolution 95-66 and 95-67 regarding both Hagerman contract change orders. Mr. McElhoe did second the motion. It passed unanimously.

Mr. Fletcher post scripted the parking system discussion with a fact directly affecting the Commissioners. He stated that this system also had a debit card feature. Therefore, the Commission could purchase pre-paid parking time and issue each Commissioner a card which could be used for paid parking in the garage while attending the monthly Commission meetings. The cards would simply debit the pre-paid account.

Mr. Sermersheim and Mr. Iddins then briefed the Commissioners on the parking garage project's overall status.

Parking Garage Project Update

In response to Mr. Hill's question, Mr. Iddins, Hagerman's Project Manager for the garage construction, stated that he expected Martin to be finished with the precast erection by the end of the week, or possibly early next week, depending on weather conditions. He added that both Martin and Masolite had done a good job of making up previous lost time regarding the precast segment of construction, by working overtime, weekends, etc.

Mr. Iddins said Hagerman was now readying to enclose the garage for the interior work. The gas lines have been run already which will supply the fuel for the large heaters Hagerman will use to heat the interior while inside construction is in progress. He explained that maintaining interior temperature control would be important since certain materials need a minimum temperature for a certain amount of hours to insure proper curing. Mr. Iddins summed up his comments by stating the garage completion date was now scheduled for late January. However, Hagerman was working to improve on that.

Mr. Sermersheim noted the delay in completion date was indeed affected by weather conditions as he had mentioned might happen back in June. He reaffirmed that Contech and Hagerman, unless directed otherwise, would not compromise the integrity of the structure, especially the concrete, in order to "save a day here and there." He stated concrete pouring would continue on days when temperatures would allow, but that the recent frigid weather had prevented any pouring to occur in the last few days. He reiterated that the structure was being heated in order to maintain above-freezing temperatures for days at a time in order to allow for concrete curing, etc. Mr. Sermersheim added that this action required the contractor to absorb additional costs but it did so in order to "get the job done and under acceptable conditions."

Mr. Eisbart asked what the cost was to run the heaters 24 hours a day. Mr. Iddins replied that for the time period of December through early January cost would total approximately \$40,000, mostly for fuel. In response to Mr. Simler's question, Mr. Iddins explained that each heater is approximately 2 million BTUs and Hagerman was using three heaters.

Mr. Sermersheim added that the heaters were used to heat the air below where pouring would take place. Hagerman was also using insulating blankets on top (of the precast area) as well. This combination would keep the temperature of the in-place precast deck components above freezing and allow the concrete pouring and curing to continue through cold weather.

Mr. McElhoe asked if sealing would be done soon. Mr. Iddins said yes, that getting the sealing done (after sufficient curing time) would be one of Hagerman's biggest efforts prior to project completion.

Mr. Hill asked if there were any other (major) problems incurred to date on the project and Mr. Sermersheim stated none other than already discussed.

Mr. Hill asked how the temporary parking situation was faring for displaced parkers. Mr. Fletcher stated the situation was pretty good, and that the new City surface parking lot just opened at Superior and Clinton Streets. He added that the new lot was not completely finished, but was usable. Weather had played a part in that project, too, as it had become too cold to put down the finishing layer. Completion of the lot was anticipated for the spring. Mr. Fletcher did comment, however, that should the various Festivals wish to use the lot again this summer, the remaining work would not finish up until after the festival season was over.

Mr. Sermersheim also brought up the issue of a name for the new garage. Out-of-town visitors would need to identify and distinguish it from the other garages in town. Mr. Fletcher commented that he would know more next week on that subject. He had made changes to the horizontal regime document recently that replaced "City-County Plaza Parking Garage" wording to just "Plaza Parking Garage" and was awaiting any response to that change.

Mr. McElhoe asked if a deceleration lane was planned. Mr. Sermersheim stated yes, but that he was waiting on final approval for it from the State. He said the State was concerned the decel lane may not be "long enough". He added though that the railway elevation to the north effectively restricts making the lane any longer. Mr. Sermersheim commented that the addition of a deceleration lane would improve existing traffic flow significantly.

There was no more discussion pertaining to the parking garage project.

Resolution 95-68

Awarding a contract for construction of a permanent handicapped access ramp to the City-County Building

Mr. Fletcher explained that at the last meeting the Commission awarded, by motion only, the contract for construction of the permanent handicapped access ramp to Strebig Construction, subject to the Commission staff checking references. Commission staff has done the necessary checking, and found Strebig's references to be satisfactory. This resolution served to formally record the contract award to Strebig Construction.

With no further discussion needed, Mr. Eisbart moved to approve Resolution 95-68 and Mr. McElhoe did second. The motion was approved unanimously and said Resolution did pass.

Resolution 95-69

Approving the payment of assessments to the Midtowne Crossing Owners Association

Mr. Fletcher explained that the Commission, as owner of the Midtowne Crossing Parking Garage, was responsible every year for its portion of the annual association assessment fees. In 1995 the fee was \$1.31/sq.ft. He stated in

1996 that fee will be increased to \$1.37/sq. ft. This translates into an annual assessment to the Commission of \$52,871.98, to be paid in monthly increments.

Mr. Fletcher commented that presently the Commission has approximately \$8,000-10,000 or more in its 1995 parking revenue fund and will, therefore, be close to breaking even for 1995 (assessment fee versus parking revenues received).

Mr. Lindsay elaborated even with the '96 increase, that the Commission will be in basically the same financial picture at the end of next year as it is this year (again, break even). He stated that the Commission pays 25.69% of the Association budget through its assessment fees. It is obvious then that when the budget amount increases, so will the assessment, possibly resulting in a future deficit in the parking fund.

But Mr. Lindsay said the nullifying factor of any deficit in 1996 would be that for the first time, the Commission would be collecting the full revenue amount on the parking garage. He said that in prior years the Commission had not collected the full revenue amount possible due to the fact that, as a sales incentive, the Commission had offered one year free parking to owners of any unit that closed. Consequently, only part of the potential revenue was collected since many owners were still in their "free" period.

Mr. Lindsay stated that presently, the free parking period for all unit owners, except for one, has expired. This situation will result in increased parking revenue, which will therefore offset the increase in the annual assessment fee for 1996.

However, Mr. Lindsay alluded to the fact that future years may be affected differently. Therefore, he reminded the Commissioners that they could raise the rate charged per parking space from the current rate of \$65/month to \$70/month. This would serve to increase revenues enough to cover the annual assessment with no problem.

Mr. Simler commented that the Commission discussed increasing the rate last year but decided not to. Mr. Fletcher agreed, stating that largely due to the ongoing negotiations with the Association regarding an agreement to replace Midtowne's brick system, the prevailing wisdom was not to pursue that option unless absolutely necessary. He felt that wisdom should still prevail for the time being, and that perhaps in the future the Commission could look to a increase in the space rates.

Increasing revenues prompted Mr. Eisbart to ask what became of the idea to utilize a lift system in the garage which would enable owners to park two cars in one space. Mr. Lindsay stated that the Commission staff had all the requested load bearing reports, etc., done. However, there has been no further action from Mr. Young, the person who had requested permission to use the lift. Mr. Lindsay did not know if Mr. Young became disenchanted with the idea, if the increased space fee was an issue, or if the Commission's requirement of battery power (and not the building's electrical supply) was the problem. Whatever the reason, Mr. Lindsay stated that Mr. Young elected not to pursue the idea any further.

With no further discussion, Mr. Eisbart moved to approve Resolution 95-69. Mr. McElhoe did second the motion. The motion carried unanimously.

Resolution 95-70

Ratifying and approving the relocation agreement and release for Nurses Concerned for Life, Inc., a tenant in Phase II of the Headwaters Flood Control and Park Project

Mr. Fletcher went over the relocation expenses for the above organization which totaled less than \$1,400.00. He stated this was one of the least expensive relocations for Headwaters Park. Mr. Eisbart moved passage of the resolution without further ado and Mr. McElhoe did second the motion. Resolution 95-70 passed.

Resolution 95-71

Ratifying and approving the relocation agreement and release for National Auto Radio Service, Inc., and National Speedometer Service, tenants in Phase II of the Headwaters Flood Control Park Project

Mr. Fletcher went over the relocation expenses for the above mentioned companies which totaled \$30,152.40. He added that the company(ies) performed a "self-move" at a cost of less than \$15,000. The quote from one professional mover had been \$57,348, so the Commission incurred a substantial savings.

Mr. Eisbart motioned for approval of the resolution and Mr. Simler did second. Resolution 95-71 passed unanimously.

Resolution 95-72

Approving a change order to the contract with Louis Lee Lengacher, Inc.

Mr. Kravig explained that Louis Lengacher ran into an unforeseen obstacle, a sizeable pipeline that prevented him from pouring new bases for two existing lampposts that he is contracted to restore.

Neither the project architect nor Mr. Kravig, after much research, could locate anyone who claimed ownership of the pipeline, including the railroad. Therefore, since the pipeline was possibly still active, and disturbing it would not have been the prudent move, Mr. Kravig directed Mr. Lengacher to move the lamppost bases just enough so as to miss the pipeline.

This additional work resulted in the extra fee of \$350 to perform the extra excavation, backfilling, etc. The fee appeared to be reasonable and Commission staff recommended payment thereof.

Mr. Simler asked why the Commission was handling this issue since it was an amount under \$500. Mr. Fletcher stated the Commission was simply ratifying action he had already taken, and wasn't really deciding the issue. However, a formal resolution as to the action taken by the Executive Director was still required.

Mr. Simler then moved for approval of Resolution 95-72.

Before any second was made, Mr. Eisbart then asked the amount of the original contract awarded to Mr. Lengacher to restore the lampposts. Mr. Fletcher stated it was \$25,000. Mr. Eisbart expressed great disappointment that the Commission was subject to this kind of nitpicking from contractors. He felt that the minor nature of the extra work performed did not warrant any additional cost to the Commission. He did not want to particularly single out Mr. Lengacher as he felt all

the contractors tended to do this to the Commission. But he wanted it known that the Commission should not stand for this and that it should make that known among the contractors.

Mr. Kravig, as way of further clarification, stated that he thought the \$350 fee reflected a "unit price" for Mr. Lengacher. He stated it probably constituted a half day's work, or "half man day" which is why it appeared as a nice rounded figure as opposed to an odd dollar and cents amount.

Mr. Fletcher asked that the next resolution be considered before voting so both could be passed simultaneously (since both concerned Louis Lengacher)

Resolution 95-73

Ratifying and approving a contract with Louis Lee Lengacher, Inc.

Mr. Fletcher explained this involved installing a downspout on the building on Superior Street in Headwaters Park (Indiana Textile Bldg.) Mr. McElhoe motioned for due passage of both resolutions and Mr. Simler did second that motion. All Commissioners voted to pass Resolutions 95-72 and 95-73 with one nay vote from Mr. Eisbart (on both).

Resolution 95-74

Declaratory Resolution: Amendment IX to the Civic Center Urban Renewal Area Plan

The resolution was withdrawn from the agenda by the Commission staff.

Resolution 95-75

Declaratory Resolution: Baer Field Economic Development Area

Mr. Fletcher explained that the Commission had been discussing what it should do regarding future industrial development. He stated the Commission is contributing \$15,000 for an industrial needs study sponsored by the Chamber of Commerce in order to assess industrial development needs in the area. Mr. Fletcher stated the study, being completed by Oakleigh Thorne Consultants, is approximately 90% complete. However, the study's preliminary draft had pointed out that the southwest sector as available for development but lacking in necessary infrastructure.

Mr. Fletcher commented that it has been known for some time that the southwest area has suffered from very poor infrastructure support. He believed the City has always addressed infrastructure out there on an "as need" basis by often taking excess capacity from other areas instead of just developing the southwest sector's own infrastructure capacity.

In light of the study's preliminary findings and recommendations, Mr. Fletcher stated the Commission staff researched and studied the area, and put together an economic development plan in order to address the infrastructure problems and insure an adequate supply of industrial land. By implementing a formal Economic Development Area (EDA), the Commission will have the financial resources to put infrastructure in place to allow industrial development to occur.

Mr. Fletcher stated that Mr. Kravig studied an area which initially encompassed close to 2,000 acres. However, that area was reduced to approximately 1,000

acres, of which about 72% was vacant land. Mr. Kravig proceeded to explain the plan in more detail.

Mr. Kravig roughly outlined the larger "study area" as: Lower Huntington Road on the north, Bluffton Road on the east, Ferguson Road on the south, and Smith Road to the west. However, since minimizing demolition costs and maximizing development potential within the proposed EDA was his "foremost thought" in determining boundaries, Mr. Kravig stated the present EDA evolved from that large area into a smaller one with irregular boundaries.

Mr. Kravig then proceeded to thoroughly outline the 1000-acre "Baer Field Economic Development Area" boundaries for the Commissioners on a large map. He identified some existing landmarks, such as the Airport, the Pyramid Office Buildings, the Coca-Cola building, and the old Nestle warehouse to allow for easier orientation to the size and location of the new EDA. He reiterated that approximately 72% of the area was, indeed, undeveloped land.

Mr. Eisbart asked if such close proximity to Airport property would adversely affect growth in the EDA, or put certain restrictions on growth in the area. Mr. Kravig felt it would not and that he had met with planning people previously and no mention was made of any restrictions. However, he said he would check that issue out further.

Mr. Hill asked what infrastructure was going to be needed in the new EDA and Mr. Kravig had more map graphics which showed the water and sanitary sewer needs. Mr. Kravig pointed out projects that 1) addressed existing capacity deficits but that added no capacity for growth, and 2) increased capacity by extending pipelines and "oversizing" them so as to allow for additional development. He also mentioned that some of the critical sewer need areas have already been budgeted by City Council, but other expansion projects have not. He stated this was the typical budget procedure in that the City's immediate crisis needs are dealt with yet no funding for future growth is ever initiated.

Mr. Kravig showed the Commissioners another map indicating areas where water infrastructure was lacking. He added that none of the water projects have been budgeted for yet.

In response to Mr. Hill's question, Mr. Kravig estimated infrastructure improvements would run approximately \$2-4 million dollars to bring the EDA up to a satisfactory level, which included a surplus capacity.

There was some further discussion on the status of the "Ardmore Extension" project that has been in the works for quite a few years. Mr. Kravig indicated the Ardmore extension (at least the southern portion) was an important component of the EDA. The County Department of Planning Services 2010 Transportation Plan had given the Ardmore project high priority and it appeared that the Ardmore project would be "tied" to the Dalman Road extension project. Mr. Fletcher commented that he thought construction on Ardmore could begin within a year or two. He added that construction would be contingent upon funding availability however.

Mr. Simler stated it had been some time since he had seen the Ardmore Extension project and had it actually been approved? He thought the project was to extend Ardmore all the way north and south, from approximately Hillegas Road to Dalman. Mr. Eisbart stated there was a lot of opposition to the project north of Covington, but said it seemed that extension of the southern portion should not pose any problem for the public.

After some further discussion of what roads would probably intersect I-69, etc., Mr. Simler motioned for approval of Resolution 95-75. Mr. Eisbart did second. The motion carried unanimously.

Resolution 95-76

Ratifying and approving the relocation agreement and release for Adams Body Shop, Inc., a tenant in Phase II of the Headwaters Flood Control and Park Project

Resolution 95-77

Ratifying and approving the relocation agreement and release for Allen County Right To Life Committee, Inc., and Three Rivers Right To Life Education Trust Funds, Inc., Tenants in Phase II of the Headwaters Flood Control and Park Project

Mr. Fletcher discussed both of these resolutions jointly as both were relocations for businesses within Phase II of Headwaters Park. He gave a brief description of each, and itemized the various expenses which totaled \$2,540.02 for Adams Body Shop, Inc. and \$1,358.93 for Allen County Right to Life.

Mr. McElhoe asked if the Adams Body Shop was located over by Schaab Metals to which Mr. Kravig stated that it was actually Clair Street, but very close. Mr. McElhoe wondered if that building had not been sold recently, to an entity other than the Redevelopment Commission. Mr. Fletcher nor Mr. Kravig indicated such that it had.

With no further discussion, Mr. Eisbart motioned for approval of both resolutions and Mr. Simler did second. Resolutions 95-76 and 95-77 both passed unanimously.

There was no further business on the agenda, however, Mr. Fletcher did remind the Commissioners of the meeting the next day concerning the Baer Field Economic Development Area. He asked that the Commissioners stop in if possible since all the related entities and City/County departments involved would be there for a major discussion with everyone.

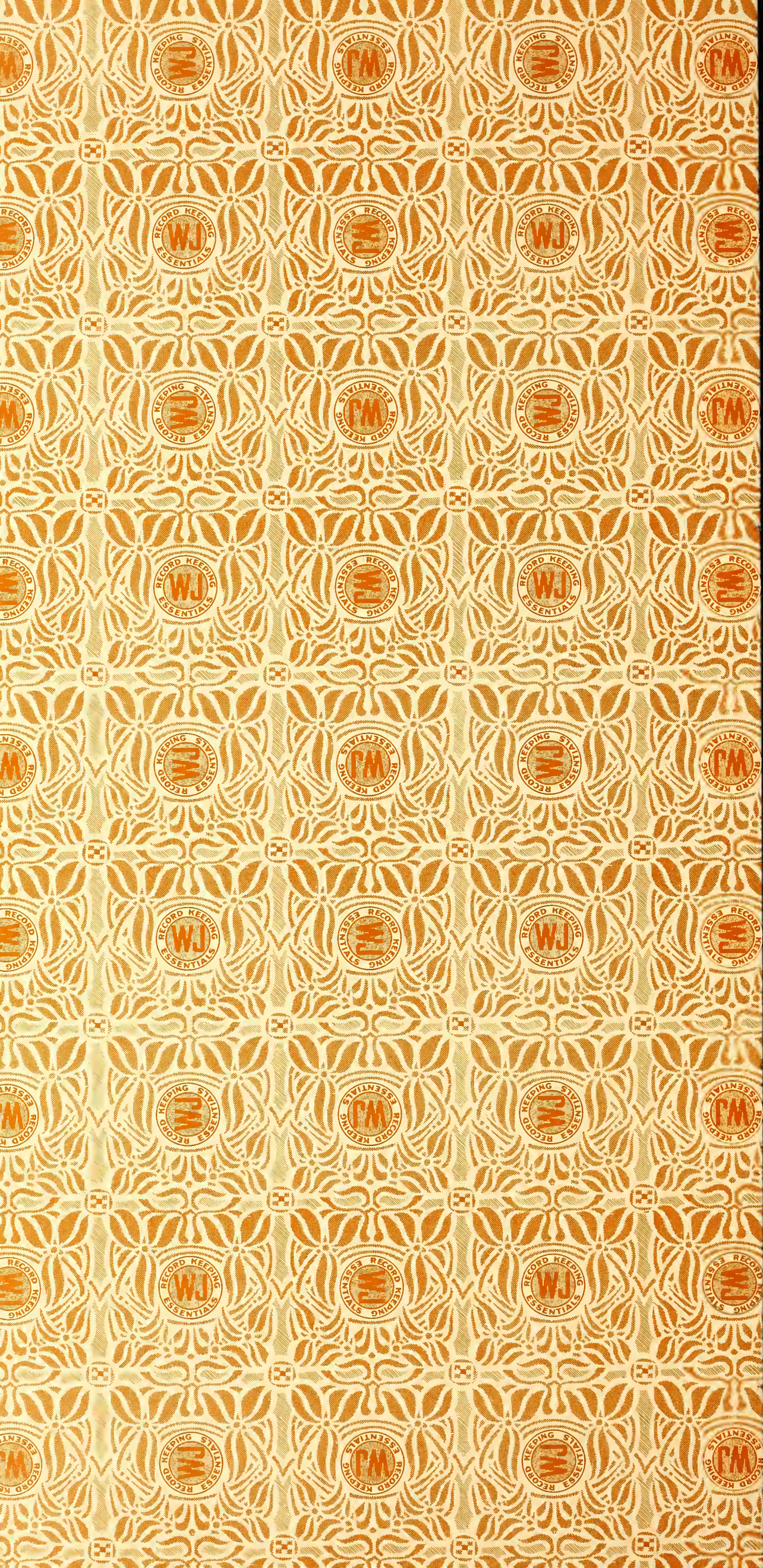
Mr. Fletcher also announced that the regularly scheduled Commission meeting on December 18th would be canceled due to the proximity, in time, of the present meeting.

Mr. Eisbart moved to adjourn the meeting and Mr. Simler did second. The meeting adjourned at approximately 6:00pm.

FORT WAYNE REDEVELOPMENT COMMISSION


Secretary -

ADOPTED: January 22, 1996



TO LOCK
PERMANENTLY
Push down spur
with a blunt
instrument.

